NINTH : 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 of the sanctioned permission and planed 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 "SUKHKARTA TOWERS", Flat Owners Association.

TENTH : 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.

ELEVENTH : 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.

TWELTH : 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.

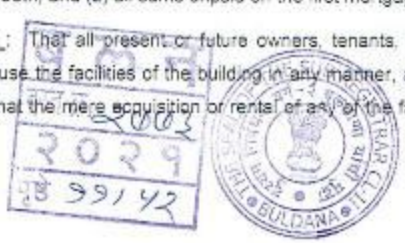
THIRTEENTH : That each flat owner shall comply with the provisions of this Deed, the By-laws, decisions and resolutions of the Association of Apartment/ flat Owners or its representative, and failure to comply with any such provisions, decision or resolutions, shall be grounds for an action to recover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

FOURTEENTH : 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.

FIFTEENTH : 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.

SIXTEENTH : 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.

SEVENTHEENTH : 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 .

EIGHTEENTH : 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.

NINETHEENTH : 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.

TWENTIETH : 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 FIRST : 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.

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TWENTY SECOND : 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.

IN WITNESSES WHEREOF, we the above named Grantor, have here to 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 day of March-2021 at Buldana.



1. Urmila Ashwin Satpute



2. Gopal Pandurang Pandit

(Partners of Sukhkarta Builders & Developers)

GRANTORS

IN PRESENCE OF WITNESS

1).....

ASHWIN ARBHANG SATPUTE
ITAPE LAY OUT,
CHIKHLI ROAD, BULDANA.



2).....

Vishal Suresh Katkar.
Age: 30 year
At post: Bhadola Ta.Dist.
Buldana
Adhaarno:.



ओळख
दस्त क्र. २००३
२०२१
पृष्ठ ९३१४२
OFFICE OF THE SUB REGISTRAR
BULDANA

BYE LAWS OF THE

"SUKHKARTA TOWERS OWNERS ASSOCIATION".
CHAPTER-1

SHORT TITLE AND APPLICATION

(1) These Bye Laws may be called the Bye-laws of the "SUKHKARTA TOWERS" Apartment/ Flat Owners Association.

(2) The provisions of these bye-laws apply to the "SUKHKARTA TOWERS" / Flat 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.



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 "SUKHKARTA TOWERS" Owners Association.

(c) "Board" means a Board of Managers consisting of 6 Persons all of whom shall be owners of Apartments in the "SUKHKARTA TOWERS" Owners Association '

(d) "Building" means the building "SUKHKARTA TOWERS" is constructed on land bearing Plot No. 1 admeasuring 199.87 square meters and Plot No. 28 admeasuring total 404.75 sq. mtrs. From Gut No. 441 of Village Yelgaon Known as The "SUKHKARTA TOWERS" 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 "SUKHKARTA TOWERS" Owners Association'.

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

(i) 'Unit' means a family unit in the "SUKHKARTA TOWERS" 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 "SUKHKARTA TOWERS" constructed on Plot No. 1 admeasuring 199.87 square meters and Plot No. 28 admeasuring total 404.75 sq. mtrs. From Gut No. 441 of Village Yelgaon . Known as "SUKHKARTA TOWERS"/ 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 "SUKHKARTA TOWERS"/ 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 contributing equally 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 asscciation 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 "SUKHKARTA TOWERS" Owners Association" and executed respective declarations under Section 5, submitting their apartment in the "SUKHKARTA TOWERS" 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.

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 "SUKHKARTA TOWERS"/ 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. 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 cannot be organized because a quorum has not attended, the owners who are present may adjourn the meeting to a time not less than forty eight hours from the time the Original Meeting was called. If at such adjourned meeting also no quorum is present the owners present in person being not less 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 "SUKHKARTA TOWERS" / 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 "SHANKESHWAR SUKHKARTA TOWERS" 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.

(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 manager 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.