137/1677
Monday,March 21 ,2022
10:22 AM

पावती

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

पावती क्रं.: 2419 दिनांक: 21/03/2022

गावाचे नाव: वलवाडी
दस्तऐवजाचा अनुक्रमांक: दलन2-1677-2022
दस्तऐवजाचा प्रकार : घोषणापत्र
सादर करणाऱ्याचे नाव: विमल डेव्हलपर्स चे प्रो.प्रा. राजेंद्र वसंतराव खानकरी उ.वय.62 (लिहून देणार)

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 880.00
पृष्ठांची संख्या: 44	
एकूण:	रु. 980.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
10:42 AM ह्या वेळेस मिळेल.

Sub-Registrar Dhule 2

बाजार मुल्य: रु.0 /-
मोबदला रु.1/-
भरलेले मुद्रांक शुल्क : रु. 100/-

1) देयकाचा प्रकार: DHC रक्कम: रु.880/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2103202201414 दिनांक: 21/03/2022
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: eChallan रक्कम: रु.100/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH014903054202122E दिनांक: 21/03/2022
बँकेचे नाव व पत्ता:

CHALLAN

MTR Form Number-6

GRN	MH014903054202122E	BARCODE		Date	21/03/2022-09:52:05	Form ID	25.3

Department	Inspector General Of Registration
Type of Payment	Stamp Duty Registration Fee
Office Name	DUL2_DHULE NO 2 JOINT SUB REGISTRAR
Location	DHULE
Year	2021-2022 One Time

Account Head Details	Amount In Rs.
0030046401 Stamp Duty	100.00
0030063301 Registration Fee	100.00
Total	200.00

DEFACED ₹200.00 DEFACED

Payer Details

TAX ID / TAN (If Any)	
PAN No.(If Applicable)	
Full Name	Vimal Devoplers Che Proprietor Rajendra Vasantrao Khankari
Flat/Block No.	Walwadi CTS No 1276 Ramkrushna Apartment
Premises/Building	
Road/Street	Walwadi CTS No 1276 Ramkrushna Apartment
Area/Locality	00
Town/City/District	
PIN	4 2 4 0 0 2

Remarks (If Any)

SecondPartyName=Vimal Devoplers Che Proprietor Rajendra Vasantrao Khankari~CA~00~Marketval=00

Amount In Words	Two Hundred Rupees Only

Payment Details	IDBI BANK

Cheque-DD Details	
Cheque/DD No.	
Name of Bank	
Name of Branch	

FOR USE IN RECEIVING BANK

Bank CIN	Ref. No.	8910333202203211286	2736019408
Bank Date	RBI Date	21/03/2022-09:52:48	Not Verified with RBI
Bank-Branch		IDBI BANK	
Scroll No. , Date		Not Verified with Scroll	

Department ID : Mobile No. : 9422288081

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

सदर चलन केवळ दुय्यम निबंधक कार्यालयात दस्त नोंदणीकरिता लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

THE SEAL OF THE JOINT SUB REGISTRAR (CLASS II) DUL-2 DHULE

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Challan Defaced Details

Sr. No.	Remarks	Defacement No	Defacement Date	Userid	Defacement Amount
1	(S)-137-1677	0007182224202122	21/03/2022-10:22:35	IGR368	100.00
2	(S)-137-1677	0007182224202122	21/03/2022-10:22:35	IGR368	100.00
			Total Defacement Amount		200.00

Print Date 21-03-2022 10:25:46

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	2103202201414	Date	21/03/2022
Received from Vimal Devoplers Che Propritor Rajendra Vasantrao Khankari, Mobile number 9422289081, an amount of Rs.880/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Dhule 2 of the District Dhule.			
Payment Details			
Bank Name	SBIN	Date	21/03/2022
Bank CIN	10004152022032101293	REF No.	20600926140 3
This is computer generated receipt, hence no signature is required.			

OF THE JOINT SUB-REGISTRAR (CLASS 2) OF

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II Shree Ram II

DECLARATION DEED OF "RAMKRISHNA APARTMENT" Constructed Upon Plot No. 62 Out of Walwadi Survey No. 41/1, CTS No. 1276 Situated At Deopur, Dhule, Tal. & Dist. Dhule Within The Dhule Muncipal Corporation Limit.

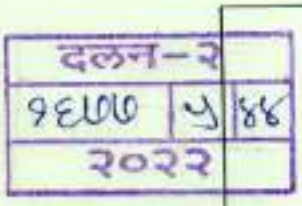
This Declaration is made at Dhule, on this 21 day of March 2022 by Shri. Rajendra Vasantrao Khankari, Prop. Vimal Developers, Dhule, residing at, 4787/15, Bhide Baug, Deopur, Dhule Tal & Dist. Dhule, herein after, for brevity's Sake, referred to as the "Grantor", who is fully empowered and qualified to execute this Deed, do hereby state as follows.

(1) This declaration of the ownership of "APARTMENT" under the Maharashtra Apartment Ownership Act, 1970, executed at Dhule, on this 21 day of March 2022, in respect of the property, i.e. Plot No. 62 Out of Walwadi Survey No. 41/1, CTS No. 1276 Situated At Deopur, Dhule, Tal. & Dist Dhule Within The Dhule Muncipal Corporation Limit owned by Shri Rajendra Vasantrao Khankari Prop. Vimal Developers, Dhule. On the said property, construction of "RAMKRISHNA APARTMENT" is made. "RAMKRISHNA APARTMENT" consists of Ground Floor, Stilt Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor & Terrace. The total built up area is 611.35 square meters. The copy of approved building plan is annexed herewith, which shows floor wise areas. Therefore, the approved plan is the part of this document.

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



In the middle side of the building, there is a Lift & staircase starting from ground floor upto the fourth floor and terrace. The said lift & staircase is also part and parcel of the building and will be commonly used by all the apartment owners as well as Grantors and visitors, etc. Similarly parking area and the **bore/well** can be used commonly by owners/occupants



of the apartment or by owner of the land/grantor. However except grantor, nobody will have any ownership right or title in or over lift, staircase, terraces, boar/well & parking area.

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

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

(i) The property, i.e. Plot No. 62 Out Of Walwadi Survey No. 41/1 Area 3000 Sq.Ft., (CTS No. 1276 Area As Per CTS 278.40 Sq.Mtr.), Situated At Deopur, Dhule, Dhule Tal. & Dist Dhule Within The Dhule Muncipal Corporation Limit bounded as-

East	Plot No. 59
West	9 Meter Road
North	Plot No. 63
South	Plot No. 61

That the property, referred to above, is purchased by Mr. Rajendra Vasantrao Khankari Prop. Vimal Developers, Dhule from Mr. Narayan Dattatray Karulkar vide register sale Deed Dt. 28/06/2013 vide No. 4776/2013 and Grantor as sole of the Owner Mr. Rajendra Vasantrao Khankari is the legal Owner of the said Plot.

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

The Grantor has constructed a building thereon, in the name and under the style as **"RAMKRISHNA APARTMENT"** with the permission of Municipal Corporation of Dhule, vide letter, dated 28/01/2022 bearing outward No.1669. The details in respect of the said building are shown in the approved building plan annexed hereto at **Annexure "A"**. The said building is to be used for residential purpose only.

(ii) Details of each floor are as under:

(1) Ground Floor :-

Common Parking area

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(2) **Stilt Ground Floor** :-

(A) **Flat No. 01**, admeasuring carpet area 47.77 Sq. Mtr. (514 Sq. Ft.),

East - Remaining portion of Plot No. 62.
West - Stilt Ground Floor Flat No. 02, Staircase & Lift.
North - Remaining portion of Plot No. 62.
South - Remaining portion of Plot No. 62.
Above - First Floor Flat No. 03.
Below - Parking

(B) **Flat No. 02** admeasuring carpet area 47.77 Sq. Mtr. (514 Sq. Ft.),

East - Stilt Ground Floor Flat No. 01, Staircase & Lift.
West - Remaining portion of Plot No. 62.
North - Remaining portion of Plot No. 62.
South - Remaining portion of Plot No. 62.
Above - First Floor Flat No. 04.
Below - Parking

(2) **First Floor** :-

(A) **Flat No. 03**, admeasuring carpet area 47.77 Sq. Mtr. (514 Sq. Ft.),

East - Remaining portion of Plot No. 62.
West - First Floor Flat No. 04, Staircase & Lift.
North - Remaining portion of Plot No. 62.
South - Remaining portion of Plot No. 62.
Above - Second Floor Flat No. 05.
Below - Stilt Ground Floor Flat No. 01.

(B) **Flat No. 04** admeasuring carpet area 47.77 Sq. Mtr. (514 Sq. Ft.),

East - First Floor Flat No. 03, Staircase & Lift.
West - Remaining portion of Plot No. 62.
North - Remaining portion of Plot No. 62.
South - Remaining portion of Plot No. 62.
Above - Second First Floor Flat No. 06.
Below - Stilt Ground Floor Flat No. 02.

(3) **Second Floor** :-

(A) **Flat No. 05**, admeasuring carpet area 47.77 Sq. Mtr. (514 Sq. Ft.),

East - Remaining portion of Plot No. 62.
West - Second Floor Flat No. 06, Staircase & Lift.

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North - Remaining portion of Plot No. 62.
South - Remaining portion of Plot No. 62.
Above - Third Floor Flat No. 07.
Below - First Floor Flat No. 03.

(B) **Flat No. 06** admeasuring carpet area 47.77 Sq. Mtr. (514 Sq. Ft.),
East - Second Floor Flat No. 05, Staircase & Lift.
West - Remaining portion of Plot No. 62.
North - Remaining portion of Plot No. 62.
South - Remaining portion of Plot No. 62.
Above - Third Floor Flat No. 08.
Below - First Floor Flat No. 04.

(4) **Third Floor** :-

(A) **Flat No. 07**, admeasuring carpet area 47.77 Sq. Mtr. (514 Sq. Ft.),
East - Remaining portion of Plot No. 62.
West - Third Floor Flat No. 08, Staircase & Lift.
North - Remaining portion of Plot No. 62.
South - Remaining portion of Plot No. 62.
Above - Fourth Floor Flat No. 09.
Below - Second Floor Flat No. 05.

(B) **Flat No. 08** admeasuring carpet area 47.77 Sq. Mtr. (514 Sq. Ft.),
East - Third Floor Flat No. 07, Staircase & Lift.
West - Remaining portion of Plot No. 62.
North - Remaining portion of Plot No. 62.
South - Remaining portion of Plot No. 62.
Above - Fourth Floor Flat No. 10.
Below - Second Floor Flat No. 06.

(5) **Fourth Floor** :-

(A) **Flat No. 09**, admeasuring carpet area 47.77 Sq. Mtr. (514 Sq. Ft.),
East - Remaining portion of Plot No. 62.
West - Fourth Floor Flat No. 10, Staircase & Lift.
North - Remaining portion of Plot No. 62.
South - Remaining portion of Plot No. 62.
Above - Terrace.
Below - Third Floor Flat No. 07.

(B) **Flat No. 10** admeasuring carpet area 47.77 Sq. Mtr. (514 Sq. Ft.),
East - Fourth Floor Flat No. 09, Staircase & Lift.

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West - Remaining portion of Plot No. 62.
North - Remaining portion of Plot No. 62.
South - Remaining portion of Plot No. 62.
Above - Terrace.
Below - Third Floor Flat No. 07.

(6) Terrace :-

There is one terrace.

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

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

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

(i) Parking area
(ii) Staircase
(iii) Lift
(iv) Well/Boring

Each apartment owner has to use the portion of the road abutting to the building for parking his or her respective vehicles. The parking space is available only for parking two wheeler, four wheeler vehicles and bicycles. Staircase will be commonly used by visitors and apartment owners, etc.

(1) Terraces of building:

All the terraces of the building shall be of the exclusive and absolute ownership of Grantor and will automatically devolve on his heirs or to the person or persons to whom Grantor assign or transfers. The Grantor reserve

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his right to make any suitable construction on the terraces or to give entire or any portion of terraces to anybody on rent or otherwise as deemed fit by the Grantor. Flat owner or visitor of flat owner or any person standing in the shoe of the respective flat owner or claiming through him/her/it has no right of whatsoever nature in and over the terrace.

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

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

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

(4) The administration of the said condominium shall be in accordance with the provisions of this deed and the bylaws in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970, and Maharashtra Apartment Ownership Rules, 1972.

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



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

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

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

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

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

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

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

THE SEAL OF THE JOINT SUB-REGISTRAR (CLASS-2) DHULE-2

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

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

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

(16) The Board of Managers of the Association may, in its discretion, take out a blanket property insurance of the entire condominium against fire, riot, malicious damages, etc, for such a sum as they may deem reasonable and the expenses and premium thereof shall be borne by each and every one of the apartment owner in proportion of his undivided share in the common areas and facilities.

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

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



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IN WITNESS WHEREOF the Grantor hereto set out his hand on this Deed of Declaration on 21 day of March, 2022 at Dhule.



Rajenrda Vasantrao Khankari
Prop. Vimal Developers, Dhule.
Grantor



In presence of witnesses

1. Sign

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

2. Sign

Name : Dhondu Santosh Wadile
R/o : Anand Nagar, Bhoi Society, Deopur, Dhule.



THE SEAL OF THE JOINT SUB-REGISTRAR (CLASS-2) OF DHULE-2

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BYLAWS

"RAMKRISHNA APARTMENT"



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"RAMKRISHNA APARTMENT"

CHAPTER I

1. **Short title and application:**

i) These Bylaws may be called the Bylaws of the **"RAMKRISHNA APARTMENT"** Condominium.

ii) The provisions of these bylaws apply to the **"RAMKRISHNA APARTMENT"** Condominium.

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

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

2. **Definitions:**

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

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

(b) "Association" means the Association of all the apartment owners constituted by such owners for the purpose of management of the **"RAMKRISHNA APARTMENT"** Condominium.

(c)"Board" means a Board of Managers consisting of on person from owners of units on any floor in **"RAMKRISHNA APARTMENT"** Condominium.

(d) "Building" means the building located at Plot No. 62 Out of Walwadi Survey No. 41/1, CTS No. 1276, Situated At Deopur, Dhule Tal. Dhule, Dist- Dhule Within The Dhule Muncipal Corporation Limit, known as **"RAMKRISHNA APARTMENT"** Condominium and includes the land forming part thereof;

(e)"Declaration" means the Declaration, which the sole owner of the building or all the owners of the building have executed and registered as provided in section 2 of the said Act.

THE SEAL OF THE JOINT SUB-REGISTRAR (CLASS-2) DHULE-2

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

(g) "Owner" or "Apartment Owner" means the person owing flat or any portion thereof, of an apartment in the **"RAMKRISHNA APARTMENT"** Condominium.

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

(i) "Unit" means apartment in **"RAMKRISHNA APARTMENT"** Condominium.

(j) "Registrar" means the Registrar of Co-operative Societies.

(k) "Apartment" means every **Flat** of Apartment **"RAMKRISHNA APARTMENT".**

(l) "Grantor/Landlord" means, the owner of the property, i.e. Plot No. 62 Out of Walwadi Survey No. 41/1, CTS No. 1276 Situated At Deopur, Dhule, Dhule, Tal. Dhule, Dist- Dhule Within The Dhule Muncipal Corporation Limit.

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

3. **Apartment Ownership**:

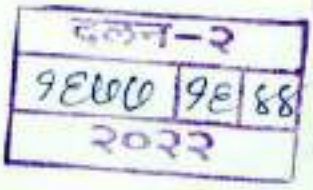
The building located in at i.e. Plot No. 62 Out of Walwadi Survey No. 41/1, CTS No. 1276, Situated At Deopur, Dhule, Dhule, Tal. Dhule, Dist- Dhule Within The Dhule Muncipal Corporation Limit bounded as -

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

4) **Object of Association**:

(1) The object of the Association shall be:





(a) To be and to act as the Association of Apartment Owners of the building called **"RAMKRISHNA APARTMENT"** Condominium, (herein after called "the said building") who has filed their respective Declarations submitting their apartments to the provisions of the Act.

(b) To sell, let out, lease or transfer in any way apartment/unit, or part thereof.

(c) To invest or deposit money;

(d) To provide for the maintenance, repairs and replacement of the common area and facilities by contribution from the apartment owners.

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

(f) To advance the apartment owner/s short term loan in case of any emergent necessity and to provide for the repayment thereof in lump sum or in installments;

(g) On commercial basis to establish and carry on, on its own account or jointly with individuals or institutions, educational, physical, social and recreating activities for the benefit of the apartment owners;

(h) To frame rules with the approval of the general meeting of the association and after consulting the competent authority and may establish provident fund and gratuity fund, if necessary, for the benefit of the employee of the Association;

(i) To do all things necessary or/and otherwise provide for the welfare of landlord, owner of apartment and for the attainment of the objects specified in these bylaws.

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

5. **Members of Association**:

(1) All persons who have purchased apartment in the **"RAMKRISHNA APARTMENT"** Condominium and execute respective Declaration under section 5 submitting their apartment to provisions of the Act shall automatically be the member of the Association, and shall pay the sum of **Two hundred fifty rupees as entrance fee** and may purchase at least one share of the face **value of Rs. 250/- each**. Each apartment owner shall

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receive a copy of the bylaws on payment of **hundred rupees** separately. Nobody shall be entitled to hold and occupy any unit unless and until he becomes the member of the Association.

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

(3) On the death of an apartment owner, his/her apartment shall upon payment of entrance fee be transferred to the person or persons to whom he/she bequeaths the same by his will, or to the legal representatives of his/her estate. In case he has not made any specific bequest of the apartment, the name of the legatee or the names of the legal representatives jointly shall be entered in the register of apartment owners maintained by the secretary for the purpose of administration of as **"RAMKRISHNA APARTMENT"** Condominium as apartment owner or joint apartment owners. Where any legatee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.

6) **Joint Apartment Owners**:

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

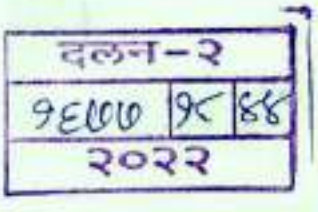
7) **Holding of one share compulsorily**:

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

8) **Disqualification**:

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





CHAPTER II

VOTING, QUORUM AND PROXIES

9) **Voting:**

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

10) **Quorum:**

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

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

Votes shall be cast in person.

CHAPTER-III

ADMINISTRATION

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

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

13) **Place of meetings:**

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

14) **Annual meetings:**

The first annual meeting of the Association shall be held on or before 31.06.2015. Thereafter, the annual meetings of the Association shall be held on each succeeding year. At such meetings there shall be elected by a ballot of the apartment owners a Board in accordance with the requirements of bylaw 23. The owners may also transact such other business of the Association as may properly come before them.



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15) **Special Meetings**:

It shall be the duty of the President to call a special meeting of the apartment owners as directed by a resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the Secretary of the Association at the request of the Housing commissioner or as the case may be, the registrar or any officer duly authorized by him in this behalf. The notice of any special meeting shall state the time and place of such meeting.

16) **Notice of meetings**:

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

17) **Adjourned meetings:**

If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present may adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called. If at such adjourned meeting also, no quorum is present the owners present in person being not less than two shall form a quorum.

18) **Order of Business:**

The order of business at all meetings of the owners of units shall be as follows:

(a) Roll Call

(b) Proof of notice of meeting or waiver of notice.

(c) Reading of minutes of preceding meeting.

(d) Report of officer.

(e) Report of the Housing Commissioner or the Registrar or of the officer duly authorized by them, if present.

(f) Report of committees,



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(g) Election of Board

(h) Unfinished business, if any.

(i) New business.

CHAPTER-IV

BOARD OF MANAGERS

19) **Management of Association:**

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

20) **Powers and Duties of Board:**

The Board shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by law or by these bylaws directed to be exercised and done by the owners.

21) **Other Duties:**

In addition to duties imposed by these bylaws or by resolutions of the Association, the Board shall be responsible for the following that is to say.

(a) Care, upkeep and surveillance of the **"RAMKRISHNA APARTMENT"** Condominium and the common areas and facilities.

(b) Collections of monthly assessment form the owners.

(c) Designation, employment, remuneration and employment and dismissal of the personnel necessary for the maintenance and operation of the **"RAMKRISHNA APARTMENT"** Condominium the common areas and facilities and the restricted common areas and facilities;

(d) To provide for the manner in which the audit and accounts of the Association shall be carried out.

(e) To inspect the accounts kept by the Secretary and/or the Treasurer, and examine the registers and account books and to take steps for the recovery of the all sums due to the Association;

(f) To sanction working expenses promptly and to sign daily by one of the members of the Board authorized in this behalf.

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