

units unanimously agree to such revocation or amendment, or removal of the property from the plan by duly registered instruments.

SIXTEENTH: THAT no unit owners of unit may exempt Himself / herself from liability for his / her 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/ her unit/s.

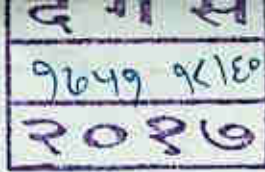
SEVENTEENTH: THAT all sums assessed by the Association but unpaid for the share of common expenses chargeable to any unit shall constitute a charge on such unit prior to all other charges except only

1. Charge, if any, on the unit for payment of Government or Municipal taxes or both,
2. All sums unpaid on a first mortgage of the units.

EIGHTEENTH: THAT all present or future owners, tenants, future tenants or any other person that might use the facilities of the Building/s in any manner are subject to the provisions of this Deed and that the mere acquisition or rental of any of the units of the Building/s or the mere act of occupancy of any of the said units shall signify that the provisions of this deed are accepted and ratifies. The respective unit may be rented or given on leave and license or care-taker basis by the owners thereof for transient or hotel purposes or any commercial or if the occupants of the unit are provided customary hotel or boarding or lodging or paying guest services other than the forgoing obligations, the Unit owners of the respective units shall have the absolute right to lease such unit or give it and 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

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contained in this declaration and further subject to the bye-laws in Exhibit-B attached hereto.

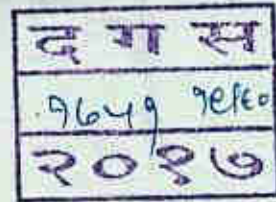
NINETEENTH: THAT if the property subject to the plan or unit ownership is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970.

TWENTIETH : THAT where a unit is sold by a mortgagee in exercise of his powers of sale under the English Mortgagee or by Court in execution of a decree in a suit brought by a mortgagee against the owner of such unit, then neither the mortgagee nor the purchaser who derives title to the unit at such sale, or his successors or assigns shall be liable, for assessment by the association which became due to the acquisition of title by a such acquirer, it being understood, however, the above shall not be constructed to prevent the association of unit owners for filling and claiming charge for such assessment and enforcing same as provided by law, and that such charge shall be subordinate to such mortgage.

TWENTY FIRST: THAT in a voluntary conveyance of an unit the guarantee of the unit shall be jointly and severally liable with the GRANTOR for all unpaid assessment by the Association of Unit Owners, against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to grantees right to recover from the GRANTOR the amount paid by the Manager or board of the Manager of the association, as the case may be setting forth the amount of unpaid assessment against the GRANTOR due to the association and such grantee shall not be liable for nor shall the unit conveyed be subject to charge for

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any unpaid assessment made by the association of the Unit owner against the GRANTOR in excess of therein, set forth.

TWENTY SECOND: THAT the Manager of the Board or the Board or the Manager of the Association shall obtain and continue in effect blanked property insurance in form and amounts satisfactory to mortgages holding first mortgage covering units without prejudicial to the right of the owner the unit to obtain the individual unit insurance.

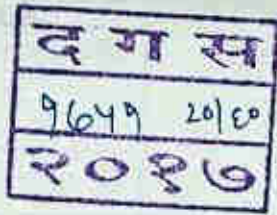
TWENTY THIRD: THAT insurance premium for any blanket insurance coverage shall be common expenses to be paid by monthly assessment levied by the association of the Unit owners and that such payment shall be held in separate account of the association and use solely for the payment of the blanket property insurance premiums as such premiums become due.

IN WITNESS WHEREOF, THE GRANTOR named above has signed and executed this **DEED OF DECLARATION** at Yavatmal. The contents of aforesaid paragraphs are drafted as per our instructions, the same was read over and explained to us in vernacular, which we have understood and found to be true and correct to our personal knowledge and belief and signed this deed at Yavatmal without any force and with free consent as such after understanding the contents hereof, in the presence of the following attesting witnesses signing as such on the day, month and year first above mentioned.

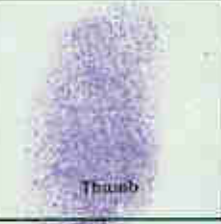
TIRUPATI 2 DIGRAS

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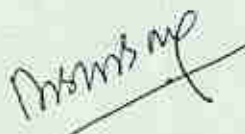
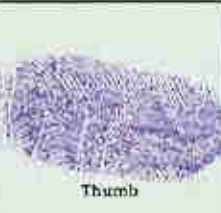




Through its Partners

 SIGNATURE	 Thumb	
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1. SHRI AJAYKUMAR S/o VIJAYKUMAR BANG

 SIGNATURE	 Thumb	
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2. DR. SANJAY S/o VIJAYKUMAR BANG

THE GRANTOR

WITNESSES:

1. Keshav Tukaram Bhise - 
R/o Digruy



2. Laxman Shemrao Pande
R/o Sawanga (b4.)



'EXHIBIT-B'

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BYE LAWS OF "TIRUPATI 2"

CHAPTER-I



1. SHORT TITLE AND APPLICATION

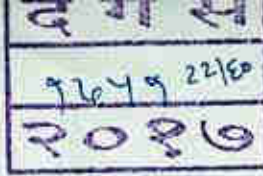
- (a) These Bye-Laws may be called as the Bye Laws of **"TIRUPATI 2"**.
- (b) The provisions of this Bye Laws shall apply to **"TIRUPATI 2"**. All the present or future owners, tenants, future tenants or any other persons who might be using the facilities of the said condominium Building/s in any manner and are subject to the regulations set forth in this Bye Laws. That mere acquisition of any of the Unit on ownership, on rental, on leave license or on care taker basis in Building/s of the condominium/Association will signify that this Bye laws are accepted and the same will be compiled with.

2. DEFINITIONS:

- (i) In these Bye laws unless the context requires otherwise:-
- (a) **"Act"** means the Maharashtra Apartments Ownership Act, 1970.
- (b) **"Association"** means the Association of all the Unit owners constituted by such owners for the purpose of maintenance, welfare of the members of the members of the **"TIRUPATI 2"**.
- (c) **"Board"** means a board of managers/ members consisting of five persons all of whom shall be the owners of the Units in the said Building/s of the Association.
- (d) **"Building"** means the Building ALL THAT PIECE AND PARCEL OF Plot No. 1 admeasuring area 627.06 Sq Mtr (6747 Sq Ft) & Plot No. 2 admeasuring area (506.25 Sq Mtr - 7.74 Sq Mtr curve) = 498.51 Sq Mtr (5364 Sq Ft) total admeasuring area 1125.57 Sq Mtr in Khasra No. 11/1, Mouza Digras, within the limits of Nagar Parishad Digras, Tah.

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Digras, Dist. Yavatmal, known and styled as **"TIRUPATI 2"** and includes the land forming part thereof subject to declaration deed.

- (e) **"Declaration"** means the declaration which the owners & the builder of the Building/s has executed and registered as provided in section two of the said Act.
- (f) **"Majority of Owners"** mean owners holding 52% of vote in accordance with the percentage assigned in the Deed of Declaration.
- (g) **"OWNERS"** or **"UNIT OWNERS"** means those persons owning an Unit in the **"TIRUPATI 2"**.
- (h) **"Section"** means a section of the said Act.
- (i) **"Terrace"** means the top most open space includes terrace.
- (j) **"Unit"** means a unit in a Building/s known and styled as **"TIRUPATI 2"**.
- (ii) Words and Expressions used in these Bye-Laws but not defined therein shall have the meaning assigned to them in the Act.

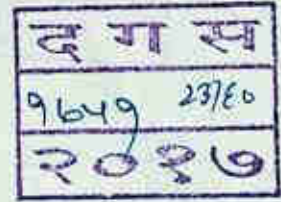
3. TENAMENT/UNIT OWNERSHIP:- The Building/s located **"TIRUPATI 2"** entire ALL THAT PIECE AND PARCEL OF Plot No. 1 admeasuring area 627.06 Sq Mtr (6747 Sq Ft) & Plot No. 2 admeasuring area (506.25 Sq Mtr - 7.74 Sq Mtr curve) = 498.51 Sq Mtr (5364 Sq Ft) total admeasuring area 1125.57 Sq Mtr in Khasra No. 11/1, Mouza Digras, within the limits of Nagar Parishad Digras, Tah. Digras, Dist. Yavatmal, known and styled as **"TIRUPATI 2"** and includes the land forming part thereof subject to declaration deed is submitted to the provisions of the Act.

4. OBJECTS OF ASSOCIATION:

- (1) The objects of the Association shall be:
 - (a) To be and to be act as the Association of Unit Owners of the Building/s called **"TIRUPATI 2"** Tahsil Digras and District Yavatmal herein called "the said Building" who filed their respective Declarations submitting their units to the provisions of the Act.

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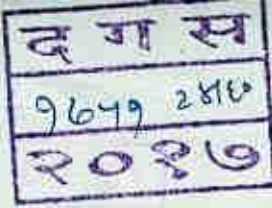
- (b) To invest or deposit moneys;
- (c) To provide for the maintenance, repair, replacement of the common areas and facilities by contribution from the unit owners, and if necessary, by raising loans for that purpose;
- (d) To retain and rent or license if possible, suitable portion of the common areas to outsiders, and to distribute the common profits left after deducting the common expenses amongst the unit owners as common profits or accumulate the same for Building/s up a reserve fund.
- (e) To provide for and do all and any of the matters provided in sub-section (2) of section 16;
- (f) To advance, with the consent of the unit/tenement owners, any short-terms loans to any unit owners in case of any emergent necessity, and to provide for the repayment thereof in lump sum or in installments;
- (g) To establish and carry on, on its own account or jointly with individuals or institutions, educational, physical, social and procreative activities for the benefit of the unit owners.
- (h) To frame, with the approval if the general meeting of the Association and after consulting the competent authority and may establish a provident fund and gratuity fund, if necessary for the benefit of the employees of the Association.
- (i) To do all things necessary or not and otherwise provide 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.

5. MEMBERS OF ASSOCIATION

- (a) All persons who have purchased units "TIRUPATI 2" the newly constructed Building/s and the same is duly submitted to the plan of

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Maharashtra Apartment Ownership Act, 1970 by executing and registered a Deed of Declaration either by the respective Unit owners jointly or by the sole owners. That all such Unit owners shall automatically become the members of the Association and shall pay the entrance fees and shall purchase at least one share of the face value of Rs. 100/- (Rupees One Hundred only). That each Unit owner will receive a copy of these Bye Laws on payment or otherwise as the association may decide.

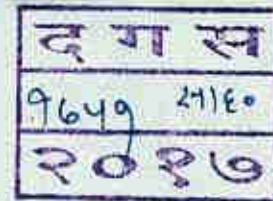
- (b) Upon any Unit owners selling his Unit or absolutely conveying the same by way of sale/gift/will or otherwise the purchaser/donee or beneficiary shall automatically become the member of the Association/Condominium and shall be admitted as a member on payment of entrance fees of to the Association/Condominium as may be prescribed. The shares held by the previous Unit owners shall be transferred in the name of such Purchaser/Donnee/Beneficiary on payment of such fee to the Association as may be prescribed.
- (c) On death of a Unit owner his/her Unit shall be transferred to the person or persons to whom he bequeaths the same by his/her will. In case if he has made any specific bequest of his Unit. The name of the legatee or the name of the legal representative jointly shall entered in the Register maintained by the Association for the purpose of administration of the "TIRUPATI 2" as the Unit or joint Unit owner. Where a legatee is minor, the Unit owner shall be entitled to appoint a guardian of such minor.

6. JOINT TENAMENT/UNIT OWNERS:

Where an Unit has been purchased by two or more person jointly they shall be jointly entitled to the Unit and the shares of the Association shall

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be issued in their joint names but the persons whose name stands first in the share certificate shall alone have right to vote in the meetings of the Association.

7. HOLDING OF ONE SHARE COMPULSORY:

Every Unit owner must hold at least one share of the Association (Joint Unit owners shall hold the share jointly).

8. DISQUALIFICATION:

No Unit owner shall be entitled to vote on question of the election of member of the board or the President, Secretary, Treasurer or any office bearer or be entitled to stand for election to such office if he is in arrears of any sum due from him in respect of his contribution towards the common expenses for more than 30 days on last of the year preceding the year in which the election of the board would take place.

CHAPTER-II

VOTING QUORUM AND PROXIS

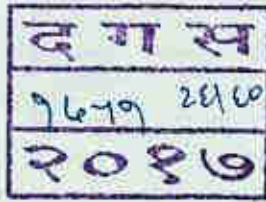
9. VOTING :- The voting shall be on a percentage basis and the percentage of the vote to which the Unit owner is entitled is the percentage assigned to the unit as declared in the Deed of Declaration.

10. QUORUM: Except as otherwise provided in these Bye Laws the presence in persons of a majority of owners shall constitute the quorum.

11. VOTES TO BE CAST IN PERSON: - Votes shall be casted in person.

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CHAPTER-III

ADMINISTRATION

12. POWERS AND DUTIES OF ASSOCIATION:-

The Association will have the responsibility of administering the "TIRUPATI 2" 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 otherwise provided, resolutions of the Association shall require approval by a majority of owners, casting votes in person.

13. PLACE OF MEETING:

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

14. ANNUAL MEETING:

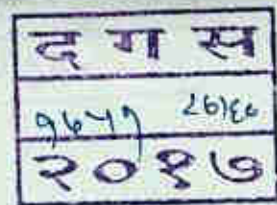
The First annual meeting of the Association shall be held in the presence of the existing members till then and thereafter the Annual Meetings of the Association shall be held on the First Sunday of March of each succeeding year. At all such meeting there shall be election by ballot of the Unit owners Board in accordance with the requirement of bye-laws the owners may also transact such other business of the Association as may properly come before them.

15. SPECIAL MEETINGS

It shall be the duty of the president to call a special meeting of the Unit owners as directed by a resolution of board or upon a petition or application signed by a majority of the owners and having 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

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behalf. The notices of any special meeting shall state the time and place of such meeting and the purpose thereof no other business shall be transacted at a special meeting except as such stated in the notice, without the consent of the majority of the owners present in personal in such meeting.

16. NOTICE OF MEETING

It shall be the duty of secretary to mail or send the notice of each annual, special or any other meeting, stating purpose thereof as well as the time and place where it is to be held at least two but not more than five days prior to such meeting. The mailing or sending of a notice in the manner provided in this bye laws shall be considered notice served. Notices of all meetings shall be mailed or sent to the Housing Commissioner or as the case may be the Registrar.

17. ADJOURNED MEETING

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

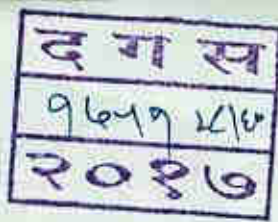
18. ORDER OF BUSINESS

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

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of previous meeting.
- (d) Reports of Officer.
- (e) Report on 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 Association, and do all such acts and things as are not bye-laws directed to be exercised and done by the owners.

21. OTHER DUTIES:

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

- (a) Care up keep and surveillance of the Building/s known and styled as **"TIRUPATI 2"** of the Association and the common areas and facilities and the restricted common areas and facilities.
- (b) Collection of monthly assessment from the owners.
- (c) Designation, Employment, Remuneration and dismissal of the personal necessary for the maintenance and operation of the Building/s of **"TIRUPATI 2"/OWNERS ASSOCIATION.**
- (d) To prove for the manner in which the audit and accounts of the Association shall be carried out.
- (e) To inspect the account kept by the secretary and the examine the registers and account books and to take steps for the recovery of all sums due to Association.

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