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DEED OF DECLARATION U/S 2(A) OF
MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970

This Deed Declaration is executed today on 30th day of November 2016, by:

M/s. Vision Ventures

A Partnership firm registered under the Indian Partnership Act,

Part.no:AAOPV1964E

Through its authorised Partners :-

1. Mr. Ashutosh Shrinathji Navandar

Age : 48 yrs. Occ. : Business

R/o : 14, Bahadur Nagar, Aurangabad.

2. Mr. Vikas Kishinath Navandar

Age : 58 yrs. Occ. : Business

R/o : "De-Mitra" Behind Hotel
Nandawari, Aurangabad.



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[Hereinafter called as **Owner/Grantor** which expression shall mean and include all its present and future partners, their heirs, successors, legal representatives, executors, administrators and assignees]

WHEREAS, the property Plot no. 30 CTS no. 15640/90 measuring 680.2 Sq.Mt. and Plot no. 31 CTS no. 15644/91 measuring 200.4 Sq.Mt. Sheet no. 289 and 292 is owned and possessed by Owner/Grantor and they purchased under the registered Sale Deed bearing registration no. 3564/2016 on dated 12.09.2016 registered at the office of Sub-Registrar Aurangabad and on the basis of registered sale deed name of owner came to be mutated in CTS record on _____ and which is specifically described in Schedule "A".

AND WHEREAS the previous owner with intend to develop his property and construct flatbed building thereon purchased FDR measuring 284.80 Sq.Mt. under the Deed of Assignment of Development Right bearing registration no. 4642/2013 dated

10.0.2013 and TOR amounting 48.00 Sq.Mt. Under the Deed of Assignment of Development Right bearing registration no. 427/2014 dated 16.01.2014 both deeds registered at the office of Sub-registrar Aurangabad and obtained construction permission in file no. 256/17/2015-16 vide permission no. 372/2015-16 dated 07.09.2015 and Owner/Grantor also commenced construction as per permission granted by Aurangabad.

That the Residential Flats being constructed on the above-referred property will be known as "ORCHID" apartment and in no case the said name will be changed. The project consist one flatbed building having total 24 2BHK Flats out of permission for 22 Granted by Aurangabad Municipal Corporation and applied for revise permission for 24 Flat which is awaited.

That Flats will be used for residential purpose only and location of each flat is shown in construction permission which is treated as a part of this deed of declaration and area of each flat is specifically mentioned in Schedule-B herewith under.

The area of each flats, their locations and floor are specifically given in Schedule-B annexed hereto similarly the specific location of each of the Flat and area of each room or W.C. or Bath in each of the flat, parking space are specifically shown in the construction plan which is treated as part of this declaration.

That the total Flats are being utilized for the residential purpose only. That all the units are capable of individual utilization on account of having their own exit to a common area and facility and of the Flat, and it will be sold to one or more owner, each owner obtaining a particular and exclusive property-right thereto and each Flat constituting a heritable and transferable immovable properties within the meaning of any law for the time being in force in the case and also an undivided interest in the general and/or restricted common areas and facilities of the flat as listed hereinafter in this deed.

for their adequate use and enjoyment and hereinafter referred to as General and/or restricted common areas and facilities.

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all of the above in accordance with the Maharashtra Apartment Ownership Act 1970.

That the administration of "ORCHID" Condominium consisting of above entire project and part and parcel of the property described in Schedule-A of this deed shall be in accordance with provisions of this deed and with the provisions of bylaws, which are made a part of this deed.

That, as stated above the plan of Apartment ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartments Ownership Act 1970, so that the family unit may be conveyed and registered as individual property capable of independent use on account of each having its own exit to a common area and facility of the building each family unit holder having an exclusive and particular right, title, interest over his respective family unit and in addition the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

That, so long as the Owner owns one or more of the family units, the Owner shall be subject to provisions of this Deed and of the Schedule-A and Schedule-B attached herewith and the Owner covenants to take no action which will adversely affect the rights of the Association of the Apartment owner with respect to assistance against latent defects in the building or other rights assigned to the Association by reason of establishment of "ORCHID" Condominium.

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

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 owners expressed in amendment registered.

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That the undivided interest in the general and/or attached common areas and facilities shall not be separated from the family unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

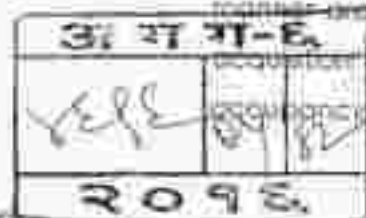
That each Flats owner shall comply with the provisions of this deed, the by-laws, decisions and resolution of the association of the Flats owner; if its representative and failure to comply with such provisions, decisions or resolutions shall be grounds for an action to recover the sums due for damages or for injunctive relief.

That the dedication of this property to the plan of Flats herein shall not be revoked or the property be removed from the plan of the apartment ownership or any of the provisions herein amended unless all of the Flats owners and mortgagees all of the mortgagees covering the units unanimously agreed to such revocation or amendment or removal of the property from the plan by duly registered instruments.

That no Flats owner or a family unit exempt himself from liability for contribution towards the common expenses or waiver of the use or enjoyment of any of the general and/or attached common areas or facilities or by abandonment of his family unit.

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 with first charge, if any, on the family unit for payment of Government or municipal taxes or both and (2) all sums unpaid on a first mortgage of the unit.

That all present or future owners, tenants, future tenants or other person, that might use the facilities of the apartment in any manner are subject to the provisions of this deed and that the mere acquisition or rental of any of the family units or the mere act of occupancy of any of the said units shall signify that the provisions of



if these are accepted and ratified the respective family units shall not be rented or given on leave and license or core taken back by the flats owner thereof for residential purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days 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 foregoing obligations apartment owner of the respective family units shall have the absolute right to lease such unit or give it on leave and license or core take back provided prior said lease or leave or license or core take back is made subject to the covenants and restrictions contain in this declaration and letter subject to the bye-laws annexed herewith.

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

That, where a family unit is sold by a mortgagee in exercise of his powers of sale under an English mortgage or by a court in execution of a decree in a suit brought by 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 acquirer, it being understood

However, that the above shall not be construed to prevent the Association of Apartment owner from filing and claiming charges for such assessments and enforcing same as provided by law, and that such charge shall be subordinate to such mortgage.

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 owner against the latter for his share of the common expenses up to the time of the grant for conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantor on behalf of the grantee. However, any such grantee shall be entitled to a statement from the



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Manager of Board of Managers of the Association, as the case may be, settling for the amount of the unpaid assessments against the Grantor due to the Association and such grantee 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 Flat owner against the grantor in excess of the amount, therein set forth:

That, the manager or Board of Manager of the association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgages covering family units, but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance:

That, the insurance premium for any blanket insurance coverage shall be common expense to be paid by monthly assessment levied by the association of apartment purchaser 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 premium as such premium become due:

That, in case further construction is allowed by the Town Planning authority in future, the Developer/Grantor can make further construction either on the terrace of building or in the open space around the building and can dispose of the said construction to anybody as per his choice provided that the purchaser of new construction will have to be the member of Association and they will have to pay the regular subscription of the Association and further that they will have right of voting as per the by-laws and they will have private rights in the common area facilities and also on the property, but however after such construction the said terrace or building will be the common for all flat holders only.

COMMON AREAS AND FACILITIES :-

1. All that part and parcel of the land described in Section 32.
2. Total R.C.C. structure of the buildings.
3. Area around the flat building.
4. Compound Wall.



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5. Staircase and lobby on each floor.
6. Underground water tank and electric motor installed thereon.
7. Overhead water tank.
8. Bore Well and Electric Motor thereon.
9. Plumbing network throughout the building.
10. Electric wiring network throughout the building.
11. Electric meter through which the electricity is supplied to the electric motor installed on the underground water tank, bore well and also of the light fixed in common areas and facilities.
12. Parking area as shown in construction permission.
13. Approach road & main entrance gate.

SCHEDULE "A"

That all the part and parcel of property Plot no. 30 CTS no. 1584/90 admeasuring 683.2 Sq.Mt. and Plot no. 31 CTS no. 1584/91 admeasuring 200.4 Sq.Mt., Sheet no. 288 and 292 situated at Garkheda, Aurangabad along with loaded 325.00 Sq.Mt. TDS thereon bounded by:

Towards East :- 7.50 Meter wide road

Towards West :- Property of Morethwar Society and Open Space

Towards North :- Open Space and Property Plot no. 32

Towards South :- Property Plot no. 27, 28 and 29

SCHEDULE-B

Sr.	Flat no.	Floor	Carpet Area	Built-up Area
01	Flat no. 101	Still	52.25 Sq.Mt.	51.05 Sq.Mt.
02	Flat no. 102	Still	52.25 Sq.Mt.	51.05 Sq.Mt.
03	Flat no. 103	Still	52.25 Sq.Mt.	51.05 Sq.Mt.
04	Flat no. 104	Still	52.25 Sq.Mt.	51.05 Sq.Mt.
05	Flat no. 105	Still	52.25 Sq.Mt.	51.05 Sq.Mt.
06	Flat no. 106	Still	52.25 Sq.Mt.	51.05 Sq.Mt.
07	Flat no. 201	Still first	52.25 Sq.Mt.	51.05 Sq.Mt.
08	Flat no. 202	Still first	52.25 Sq.Mt.	51.05 Sq.Mt.
09	Flat no. 203	Still first	52.25 Sq.Mt.	51.05 Sq.Mt.
10	Flat no. 204	Still first	52.25 Sq.Mt.	51.05 Sq.Mt.
11	Flat no. 205	Still first	52.25 Sq.Mt.	51.05 Sq.Mt.
12	Flat no. 206	Still first	52.25 Sq.Mt.	51.05 Sq.Mt.

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13	Flat no. 301	Slit second	52.25 Sq.Mt	51.05 Sq.Mt.
14	Flat no. 302	Slit second	52.25 Sq.Mt	51.05 Sq.Mt.
15	Flat no. 303	Slit second	52.25 Sq.Mt.	51.05 Sq.Mt.
16	Flat no. 304	Slit second	52.25 Sq.Mt.	51.05 Sq.Mt.
17	Flat no. 305	Slit second	52.25 Sq.Mt	51.05 Sq.Mt.
18	Flat no. 306	Slit second	52.25 Sq.Mt.	51.05 Sq.Mt.
19	Flat no. 401	Slit third	52.25 Sq.Mt	51.05 Sq.Mt.
20	Flat no. 402	Slit third	52.25 Sq.Mt	51.05 Sq.Mt.
21	Flat no. 403	Slit third	52.25 Sq.Mt	51.05 Sq.Mt
22	Flat no. 405	Slit third	52.25 Sq.Mt	51.05 Sq.Mt.

SCHEDULE "D"

SPECIFICATION OF CONSTRUCTION

STRUCTURE	>	RCC framed structure
WALLS	>	Outer walls 6" brick (flyash) inner brick (flyash)
PLASTER	>	Internal gypsum putting on brickwork and external sand faced plaster.
DOORS	>	Main door: Teakwood frame with TW paneled door Other door: Pre-cast frame laminated flr door with CP fittings.
PLUMBING	>	Concealed Kitec pipe type with C.P. fittings
KITCHEN CTTA	>	8' long Granite platform with stainless steel sink.
FLOORING	>	In all room vitrified tiles
GLAZED TILES	>	In Bath Colored designed tiles 7 ft. height.
WINDOWS	>	3 track Aluminum sliding windows with and safety M.E. Grill.
ELECTRIFICATIONS:-	>	Concealed electrification with 4.5 pipe in each room and power point in kitchen.
PAINING	>	Oil based Distemper from inside or semiacrylic paint from outside. oil paint to doors and window grills.



BYELAWS OF "ORCHID" CONDOMINIUM.

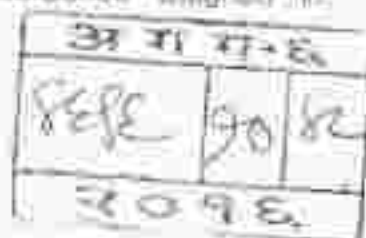
I. SHORT TITLE AND APPLICATION:

- 1) These Byelaws may be called the by laws of the **"ORCHID"** Condominium.
- 2) The provisions of these byelaws apply to the **"ORCHID"** Condominium.

All present or future owner, tenants, further tenants, or their employees, or any other person that might use the facilities of the building in any manner, are subject to regulations set forth in these bye laws. The mere acquisition or rental or taking or license of any of the family units (hereinafter referred to as units) of the building or mere act of occupancy of any of the said notified, and will be complied with.

II. DEFINITIONS:

- 1) In these byelaws, unless the context required otherwise:
 - a) "Act" means the Maharashtra Apartment Ownership Act 1970
 - b) "Association" means the Association of the entire Apartment owner constituted by such owner for the purpose of **"ORCHID"** condominium.
 - c) "Board" means Board of Managers consisting of 3 persons, all of whom shall be owner of apartment in **"ORCHID"** condominium.
 - d) "Building" means the building or located on property mentioned in schedule A known as **"ORCHID"** condominium and includes the land forming part thereof.
 - e) "Declaration" means the declaration, which the society of the building or of the owner of building have executed and registered as provided in section 2.
 - f) "Majority of Owner" mean those owners holding 51 percent of the votes in accordance assigned in declaration.



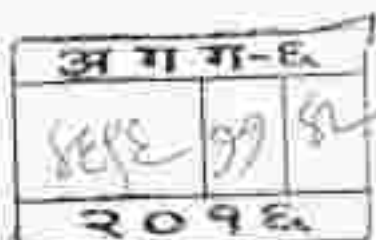
- g) "Owner" or "Apartment Owner" means the person owning an Apartment in "ORCHID" condominium.
- h) "Section" means a section of the Act.
- i) "Unit" means a flat in "ORCHID" condominium.
- j) "Registrar" means the Registrar of Co-Operative Societies.
- 2) Words and expression used in these byelaws but not defined therein shall have the meaning respectively assigned to them in the Act.

3) **APARTMENT OWNERSHIP:-**

The Flats are located on property mentioned in Schedule A, Plot no. 30 CTS no. 1584/90 admeasuring 880.2 Sq.Mt. and Plot no. 31 CTS no. 1584/91 admeasuring 200.4 Sq.Mt. Sheet no. 289 and 292 Situated at Ganhega, Aurangabad. Known as "ORCHID" Condominium is submitted to the provisions of the Act.

4) **OBJECT OF ASSOCIATION.**

- 1) The objects of the Association shall be _____
- a) To be and to act the Association of flats & flat owner of the building called "ORCHID" (hereinafter called as "the said building") who has filed the respective Declaration submitting their apartments to the provisions of the Act.
- b) To invest or deposit money.
- c) To provide for maintenance, repair and replacement of the common areas and facilities by contributions from the apartment owner, and if necessary, by raising loans for the purpose.
- d) To retain and license if possible, suitable portions of common areas to outsiders for commercial purpose and to distribute the common profits after deducting the common expenses against the Apartment owner as common profits or accumulate same for building up a reserve fund.



- e) To provide and do all and every of the matters provided in sub-section (2) of section 14.
- f) To advance, with the consent of the Apartment owner, any short-term loans to any apartment owner in case of any emergent necessity.
- g) To establish and carry on, on its own account or jointly with individuals or institutions, educational, physical, social and recuperative activities for the benefit of the apartment owner.
- 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, if necessary, for the benefit of the employees of the Association.
- ii) To do all things necessary or and otherwise provided for the attainment of the objects specified in these byelaws.

5) MEMBERS OF ASSOCIATION:

- 1) All persons who have purchased apartment or Flat or Flat owner of each unit in "ORCHID" condominium and executed respective Declaration under section submitting their apartment to provisions of the act shall automatically be the members of the Association and shall pay the sum of one hundred rupees as entrance fee and may purchase at least one share of the face value of Rs.500/- each. Each apartment shall receive a copy of the byelaws on payment of one hundred rupees.

Upon any apartment owner selling his apartment or absolutely conveying the same by way of gift under his will or otherwise, the purchase or donee shall automatically become a member on payment owner shall be transferred to the name of such purchaser or donee on payment of one rupee to the Association.

- 3) On the death of apartment owner, his apartment shall be transferred to the person or persons to whom he

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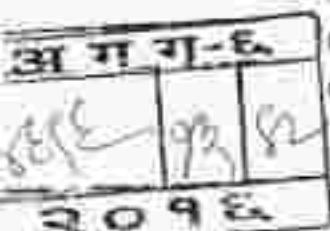
bequeaths the same by his will, or to the legal representatives of his estate, in case he has not made any specific bequest of the Apartment. The name of the legatee or the names of the legal representatives jointly shall be entered in the register of apartment owner maintained by the secretary for the purpose of administration of the "ORCHID" condominium as apartment owner or joint apartment owner. Wherever any legatee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.

- 6) **JOINT APARTMENT OWNER:** Whereas an apartment has been purchased by two or more persons jointly, they shall be jointly entitled to the apartment and shares of the association shall be issued in their joint names, but the persons whose name stands first in the share certificate shall alone have the right to vote.
- 7) **HOLDING OF ONE SHARE COMPULSORY:** Every Apartment owner must hold at least one share of the Association (joint apartment owner holding the share jointly).
- 8) **DISQUALIFICATION:** No apartment owner shall be entitled to hold or the questions of the election of members of the Board or the president, Secretary, Treasurer or any other office bearer or be entitled to stand for election to such office if he is in default of any sum due from him in respect of his contribution 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 place.

Chapter - II

Voting Quorum and Proxies :-

- 9) **VOTING:** Voting shall be on a percentage basis. The percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or units in the apportionment.



- 10] **QUORUM:** Except as otherwise provided in these laws, presence in person of a majority of owner shall constitute a quorum.
- 11] **VOES TO BE CAST IN PERSON:** Votes shall be cast in person.

Chapter.-III

- 12] **POWERS AND DUTIES OF ASSOCIATION:** The Association will have the responsibility of administering the "ORCHID" condominium; approving the annual budget; establishing and collecting monthly assessments and arranging for the management of the condominium in a efficient manner, except as otherwise provided, resolutions of the Association shall require approval by majority of owner, casting votes in person.
- 13] **PLACE OF MEETING:** Meeting of the Association shall be held at suitable place convenient to the owner as may from time to time designate by the Association.
- 14] **ANNUAL MEETINGS:** The first annual meeting of the association shall be held on **01.07.2018** therefore the annual meeting of the Association shall be held on the 1st December each succeeding year. At such meeting there shall be elected by a ballot of the apartment owner a Board of Managers in accordance with the requirements of by law 23. The owner may also transact such other business of the Association as may properly come before.
- 15] **SPECIAL MEETINGS:** It shall be the duty of president to call a special meeting of the apartment owner as directed by a resolution of the board or upon a petition signed by a majority of the owner 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 the purpose thereof. No business shall be transacted at special meeting except



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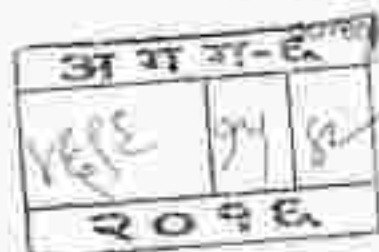
notice without the consent of four fifths of the owner present in person.

- 16) **NOTICE OF MEETING:** It shall be the duty of the Secretary to mail or send a notice of each annual or special meeting the purpose thereof as well as the time and place where it is to be held, to each apartment owner, of least 2 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in this bylaw should be considered notice served. Notice 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 owner cannot be organized because a quorum has not attended the owner who present, may adjourn the meeting to time not less than forty eight hours from the time original meeting was called, if at such adjourned meeting also no quorum is present the owner present in person being not less than two shall form quorum.
- 18) **ORDER OF BUSINESS:** The order of business at all meeting of the owner 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 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 Managers.
 - h) Unfinished business, if any.
 - i) New business.

Chapter -V

[Board of Managers]

- 19) **MANAGEMENT OF ASSOCIATION:** a Board of Managers shall manage the affairs of the Association.



20] **POWER AND DUTIES OF BOARD:** The board of Managers 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 by laws directed or be exercised and done by the owner.

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 "ORCHID" Condominium and the common areas and facilities and the restricted common area and facilities.
- b) Collection of monthly assessment from the owner.
- c) Designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the "ORCHID" Condominium, the common areas and facilities 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 all sums due to the Association.
- f) To sanction working expenses, account as balance and deal with other miscellaneous business.
- g) To see that cashbook is written up promptly and is signed daily by one of the members of the Board authorized in his behalf.
- h) To hear and deal with complaints.

22] **MANAGER:** The Board may employ for the Association a Manager of 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 bylaw 21.



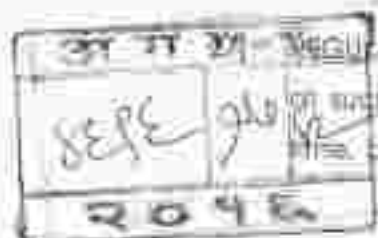
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23] **ELECTION AND TERM OF OFFICE:** At the first annual meeting of the Association, the term of the office of two managers, shall be fixed for three years. The term of office, of two managers, shall be fixed of two years, and the term of office of one Manager shall be fixed of one year. At the expiration of initial term of office, of each respective Manager, his successor shall be elected to serve a term of three years. The manager shall hold their first meeting. (If a larger Board is contemplated, the term of office should be established in a similar manner so that they will expire in different years.)

24] **VACANCIES:** Vacancies in the Board caused by any reason other than the 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.

25] **REMOVAL OF MANAGER:** At any regular or special meeting duly called any one or more of the managers may be removed with or without cause by a majority of the apartment owner and a successor may then and there be elected to fill the vacancy thus created. Any manager whose removal has been ordered by the owner be given an opportunity to be in the meeting.

26] **ORGANIZATION MEETING:** The first meeting of a newly elected Board shall be held within ten days of election at such place, shall be fixed by the Managers at the meeting at which such Manager were elected and no notice shall be necessary to the newly elected Manager in order legally to conduct the meeting, provided a majority of the whole Board shall be present.



shall be held during each year. Personally or by mail, or telegraph, at least three days prior to the day named for such meetings.

28) **SPECIAL MEETINGS:-** Special meetings of the Board may be called by the president on three days notice to each manager, given personally or by mail, or telegraph which notice shall state the time, place (as hereinabove provide) and purpose of the meeting. Special meetings of the Board shall be called by the president or secretary, in like manner and on like notice on written request of at least managers.)

29) **WAIVER OF NOTICE:** Before or at any meeting of the Board any Manager, may in writing, waive notice of such meetings and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meetings of the Board, no notice shall be required and any business may be transacted at such meeting.

30) **QUORUM:** At all meeting 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 the meeting at which a quorum is present shall be the acts of the acts of board. If any meeting of the board there were less than a quorum present, the majority of those present may adjourn the meeting time to time. At any such adjourned meeting, any business, which might have been transacted at the meeting as originally called, may be transacted without further notice, provide there is a quorum present.

31) **FIDELITY BOND:** The board may require that all officers and employees of the Association handling or Association funds shall furnish adequate fidelity bonds. The association shall pay the premiums on such bonds.



Chapter-V

Officers

- 32] **DESIGNATION:** The principal officers of the Association shall be a president, a Vice President, a Secretary and a Treasurer all of whom shall be elected by and from the board may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. In the case of an Association of one hundred owners or less the offices of the Treasurer and Secretary may be filled by the same person.
- 33] **ELECTION OF OFFICERS:** The officers of this Association shall be elected annually by the organization meeting or each year board and shall hold office at the pleasure of the board.
- 34] **REMOVAL OF OFFICERS:** Upon an affirmative vote of a majority of the members of the board any officers 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.
- 35] **PRESIDENT:** The president shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the association and of the board. He shall have all of the general powers and duties which are usually vesting the office of president of an Association, including, but not limited to, the power to appoint committees from among the owner 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.
- 36] **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 heighens the president nor the vice president is able to act, the board may appoint any other member of the board so to act on an interim basis. The president shall also perform such other duties as such other duties as shall from time to time be imposed upon him by the board.

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- 37] **SECRETARY:** The secretary shall keep the minute of all meetings of the Board and the minutes of all meetings of the Association, he shall have charge of such books and papers and the Board may direct and he shall in general, Perform the duties to the office of the secretary.
- 38] **TREASURER:** The Treasurer shall be responsible for Association funds and securities and shall also be responsible for keeping full and accurate account of all receipts and disbursement 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 any form time be designated by the Board.

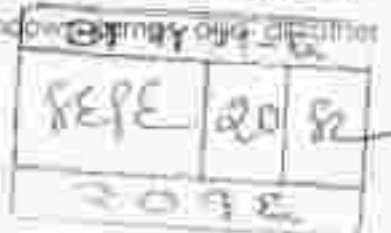
Chapter-VI

Obligations of the Apartment Owner

- 39] **ASSESSMENTS:** All owners are obliged to pay assessments imposed by the Association to meet all expenses relating the "ORCHID" Condominium which may include, an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard or calamity. The assessments shall be moderate according to the value of the unit owned, as stipulated in the declaration. Such assessment shall include monthly payments to a general operating reserve and a reserve fund for replacement.

40] MAINTENANCE AND REPAIR:

- 1) Every owner must perform promptly, all maintenance and repair work within his own unit which if omitted would affect the "ORCHID" condominium in entirety or in a part belonging to other owner, being expressly responsible for the damages and liabilities that he failure to do so.
- 2) All the repairs of internal installations of the unit such as water, light gas, power, sewage, telephones or condiform sanitary installations, doors, windows and other



accessories belonging to the unit area shall be at the expense of the apartment owner concerned.

- 3) An owner shall reimburse the Association for any expenses incurred in repairing or replacing any common and facility damage through his fault.

41) USE OF FAMILY UNIT'S INTERNAL CHARGES:

- 1) All units shall be utilized for residential purpose only.
- 2) An owner shall not make any structural modifications or alterations in his unit or installations located therein 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 installations.

42) USE OF COMMON AREAS AND FACILITIES AND RESTRICTED COMMON AREA FACILITIES.

- 1) An owner shall not place or cause to be placed or cause to be placed in the lobbies, vestibules, hallways, elevator and other areas of "ORCHID" condominium and facilities of a similar nature both common and restricted any furniture's packages, or objects of any kind areas shall be used for no other purpose than for normal transit through them.
- 2) Expenses of maintenance & repair of common fund, electricity bill maintenance & water charges should be born by all unit owner.

43) RIGHT OF ENTRY:

- 1) An 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 an emergency originating in maintaining his unit whether the owner is present in the or not.

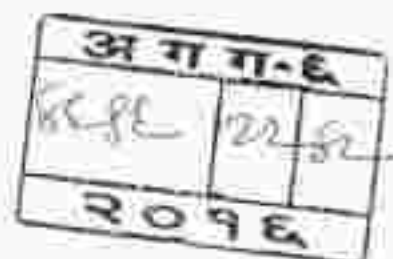
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- 7) An owner shall permit other owner, or their representative when so required to enter his unit for the purpose of performing inspections, alterations, or repairs to the mechanical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

44) RULES OF CONDUCT

- 1) No resident of "ORCHID" condominium shall post any advertisement, or poster of any kind in or on the building except as authorized by the association.
- 2) Unit owner shall exercise extreme care about making noise or the use of musical instruments, radios, televisions, and amplifiers that may disturb others. Unit owner keeping domestic animals shall abide by the Municipal sanitary by law or regulations.
- 3) It is prohibited to hang garments, rugs etc. from the windows balconies or from any of the facades of the "ORCHID" condominium.
- 4) It is prohibited to dust rugs, etc. from windows or clean rugs, etc. by beating on the exterior part of "ORCHID" condominium.
- 5) It is prohibited to throw garbage or trash outside the disposal installations provided for such purpose, 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 Dustbin.
- 6) No owner resident or lessee shall install wiring for electrical or telephone installation, television antenna, machines of air conditioning units, etc. on the exterior of the "ORCHID" condominium or that protrude through the walls of the roof of the condominium except as authorized by the association.

Chapter -VI)



45] FUNDS: Funds may be raised by the Association in all or any of the following ways, namely:

- a) By share;
- b) By contributions and Donations from the apartment owner;
- c) From common profits which shall form the nucleus of the reserve fund;
- d) By raising loans, if necessary subject to such terms and conditions as the Association, with the approval of the competent authority, may determine in his behalf.

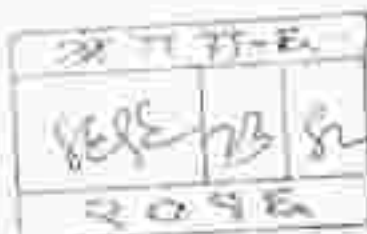
46] INVESTMENTS: The Association may invest or deposit its funds in one or more of the following:

- a) in the Central Co-Op. Bank or in the State Co-Op. 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 other than those referred to in clause (a) of this by law, or in any banking company approved for the purpose by the Association.

47] AFFILIATION: Should there be any federation of apartment owner in the locality in which the "ORCHID" condominium is situated, the association may after consulting the competent authority, become a member thereof, and pay the sums from time to time payable to such federation under the rules thereof.

48] ACCOUNTS:

- 1) Banking account shall be opened by the Association in to which all moneys received on behalf of the Association shall be paid, amount not exceeding Rs.10,000/- for petty expenses. All payments above Rs.1,000/- shall be made by Cheque signed by the Secretary and approved by the board.



- 2) Each apartment owner shall have pass book in which the secretary shall enter amounts paid to or received for his share in receipts, or profits from common areas and contributions towards common expenses, and his share of assessment and other dues, if any in respect of his apartments.
- 3) The Association shall on or before 31st July, in each year publish an audited financial statement in respect of the common areas and facilities containing:
 - a) The profits & loss account;
 - b) The receipt and expenditure of the previous financial year, and
 - c) A summary of the property of the Association giving such 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 ascertained.
- 4) The audited financial statement shall be open to the inspection of any member of the Association during office hours and in the office of the Association and a copy thereof, shall be submitted to the competent authority not later 15th August, every year.



Every financial statement shall be accompanied by a complete list of the apartment owner, there shall accompany the financial statement that state up to what date profits and expenses of common areas are included.

- 49) PUBLICATION OF ACCOUNTS AND REPORTS: A copy of the (or financial statement) and of their report of the auditor if any shall be kept in conspicuous place in the office of the Association.

- 50) APPOINTMENT OF AUDITOR: The Association shall appoint of its general meeting an auditor who shall audit the accounts of the association prepared by the Board, or person or persons authorized by the Board, and shall examine the annual return, and verify the same.

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the accounts relating thereto and shall either sign the same as found by him to be correct duly vouched and accorded to with law, or specially report to the Association upon any matter connected with the accounts which appears to him to require notice.

- 51] **POWER OF AUDITOR:** The auditor shall be entitled to call for examine any paper or documents belonging to the Association relating to the common area and facilities (including limited common areas and facilities) and common expenses and shall make a special report to the Association upon any matter connected with the accounts which appears to him to require notice.

Chapter -VIII

- 52] **NOTICE TO ASSOCIATION:** An owner who mortgages his unit, shall notify the Association through the manager, if any or president of the board and the Association that mention such information in a book entitled "Mortgages of units".

- 53] **NOTICE OF UNPAID ASSESSMENT:** The Association shall the receipt of mortgages of a unit report any unpaid assessments due from owner of such unit.

Chapter -IX

Compliance

- 54] **COMPLIANCE:** These byelaws are set forth to comply with the provisions of the Maharashtra Apartment Ownership Act, 1970. In case and if these byelaws conflict with the provisions of the said Act, it is hereby agreed and accepted that provisions of the Act will apply.

- 55] **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 Association and every deed or instrument to which the seal is affixed



shall be effected for or on behalf of the Association by two members of the board and secretary or any other person authorized by the Association in that behalf.

Chapter -X

Amendments to plan Apartment Ownership

5a) AMENDMENTS OF BY-LAWS: These by-laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owner representing at least 75 % of the total value of all units in the "ORCHID" condominium as shown in the declaration.

IN WITNESS WHEREOF THE DEED OF DECLARATION IS EXECUTED TODAY 30 DAY OF NOVEMBER 2016 AT AIRANGASAD.

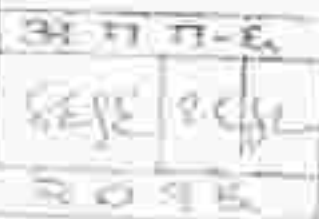
OWNER/GRANTOR

M/s. Vision Ventures

Through its authorized Partners :



1. Mr. Abdulrah Stannathi Navandar



2. Mr. Vikat Kaminath Navandar

WITNESSES:

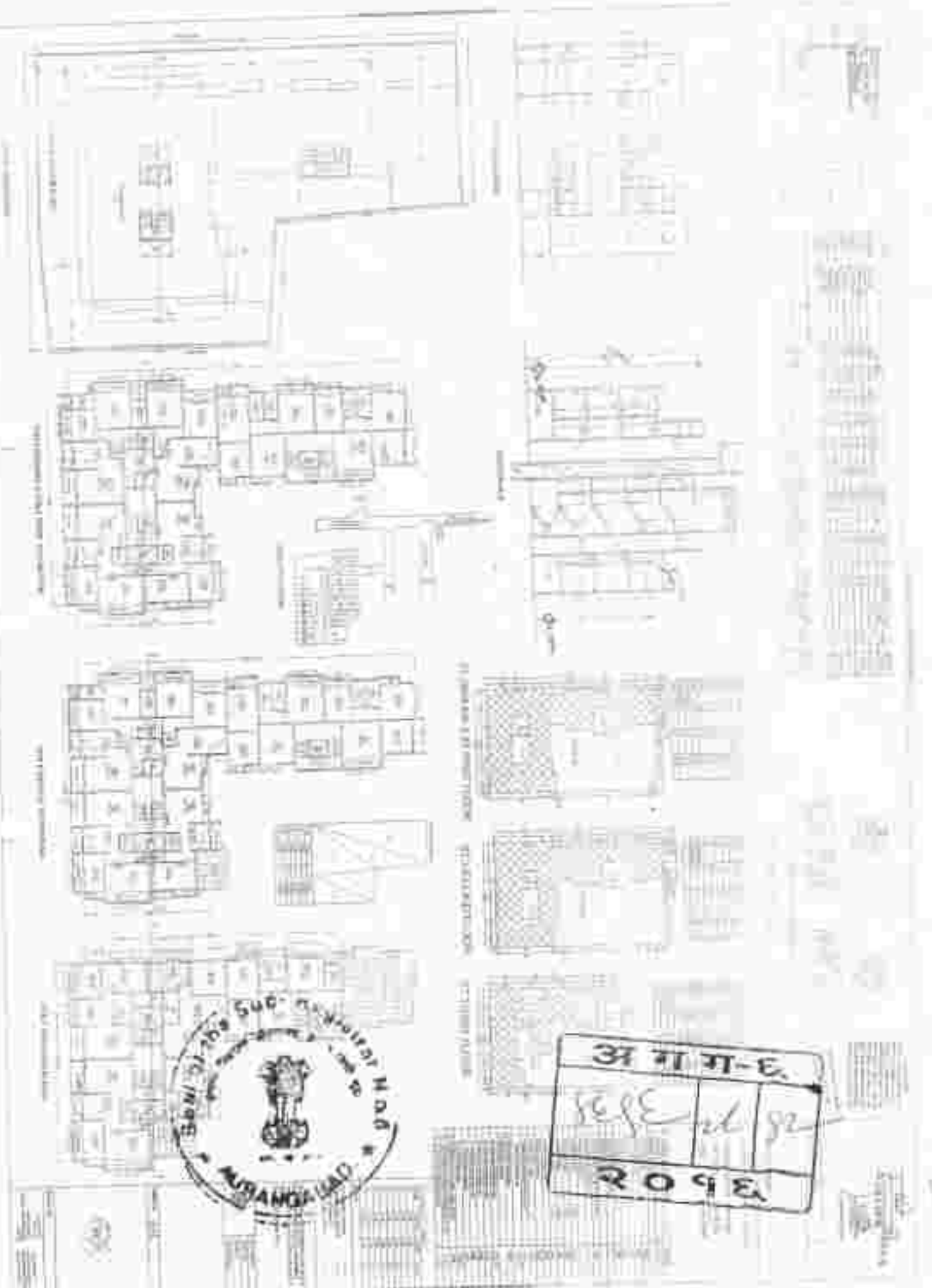


1. Mr. Vijay Teek
Age - 45 yrs. Bachelors
Add - Maratha Chattri
Ambangasadi

(Mr. Ravi Kumar)
Age - 45 yrs.
Bachelors
Add - Maratha Chattri
Ambangasadi

2. Mr. Ravi Kumar
Age - 45 yrs. Bachelors
Add - Maratha Chattri
Ambangasadi





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मालमत्ता पत्रक

जिल्हा - Aurangabad

कनुकाचे पुरवठा - CTSO Aurangabad

जिल्हा - Aurangabad

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क्रमांक	विवरण	पैकी अंश	विवरण (अ) / विवरण (ब)	टीप
1/19/16	जिल्हा - Aurangabad जिल्हा - Aurangabad जिल्हा - Aurangabad	-	II जिल्हा - Aurangabad जिल्हा - Aurangabad जिल्हा - Aurangabad	जिल्हा - Aurangabad
2/19/16	जिल्हा - Aurangabad जिल्हा - Aurangabad जिल्हा - Aurangabad	-	III जिल्हा - Aurangabad जिल्हा - Aurangabad जिल्हा - Aurangabad	जिल्हा - Aurangabad

1/19/16

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CTSO Aurangabad
Aurangabad

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महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA

ई सुरक्षित बँक व कोषागार पावती

e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

DRN/RECEIPT: INRC - 801278/Aurangabad
PAN: TAC 12: 28480344
PAN: DETERM: 08-SEP-2018 17:25:00
PAN: DETERM: 08-SEP-2018 17:25:00
PAN: DETERM: 08-SEP-2018 17:25:00

14075965822810
Signature: 14075965822810
Print: 08-SEP-2018 17:25:00
PAN: 08-SEP-2018 17:25:00
Office: 14075965822810

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Official Name & Signature

Signature: 08-SEP-2018 17:25:00
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THIS CHALLAN IS DEFACED

Signature: 08-SEP-2018 17:25:00
Signature: 08-SEP-2018 17:25:00



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SALV DEED

Sale Deed of Property Plot no. 30 CTS no. 15940/10 admeasuring 680.2 Sq.Mt. and Plot no. 31 CTS no. 15940/11 admeasuring 200.4 Sq.Mt. along with 332.00 Sq.Mt. TDR Situated at Gokheda, Aurangabad. The stamp value of which is Rs.1,63,03,025/- for plot and Rs.15,50,000/- for TDR Total Rs.1,78,53,025/- and net consideration is Rs. 2,40,00,000/- Taka No. 13,147A-B 11,700/- Per Sq. Mt.

This Sale deed is executed today on 12 day of September 2016 at Aurangabad, By:

Mrs. Surekha Ashok Pali

Age: 52 Years, Occ: Business

R/o: D.E. Jay Nagar, Aurangabad.

PAN no.

[Hereinafter called as **VENDOR** which expression shall mean and include all her heirs, successors, legal representatives, executors, administrators and assigns]

IN FAVOUR OF

M/s. Vision Ventures

A Partnership firm registered under the Indian Partnership Act.

Through its authorized Partners :-

1. Mr. Ashwaji Shivnath Navarale

Age: 48 yrs, Occ: Business

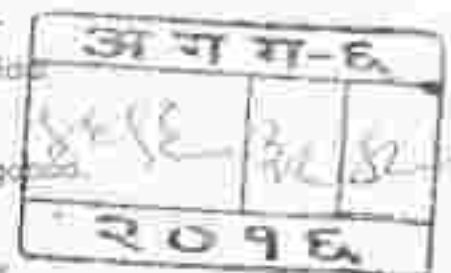
R/o: 14, Birelal Nagar, Aurangabad.

2. Mr. Vikas Kashinath Navarale

Age: 56 yrs, Occ: Business

R/o: "Do-Mila", Behind Hotel Mandaravade,

Aurangabad.



[Hereinafter called as **VENDEE** which expression shall mean and include all its present and future partners, their heirs, successors, legal representatives, executors, administrators and assigns.]

SCHEDULE-A

DESCRIPTION OF PROPERTY UNDER SALE

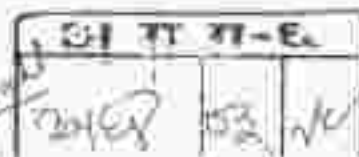
That all the part and parcel of property Plot no.-30 CTS no. 15840/90 admeasuring 680.2 Sq.Mt. and Plot no. 31 CTS no. 15840/91 admeasuring 200.4 Sq.Mt., Sheet no. 287 and 292 along with 332.00 Sq.Mt. TDR and construction permission thereon bounded by:-

- Towards East :- 7.50 Meter wide road
- Towards West :- Property of Morimwar Society and Open Space
- Towards North :- Open Space and Property Plot no. 32
- Towards South :- Property Plot no. 27, 28 and 29

Situated at Garkheda, Aurangabad.

WHEREAS, the property Plot no. 30 CTS no. 15840/90 admeasuring 680.2 Sq.Mt. and Plot no. 31 CTS no. 15840/91 admeasuring 200.4 Sq.Mt., Sheet no. 287 and 292 is owned and possessed by Vendor and the purchased under the two registered Sale Deeds bearing registration no. 371/1993 on dated 01.03.1993 and 2426/1998 dated 13.05.1998 both sale deeds registered at the office of Sub-Registrar Aurangabad and on the basis of registered sale deed her name came to be mutated in CTS record on 13.05.1993 and 24.09.1998.

AND WHEREAS that the previous owner Mr. Deepj Purida Patil Tukaram Parashram Aher, Subhashis Karwas Aher and Chhatrasaheb Kashimdas Patil with intend to develop their property and Survey no. 527 prepared plan and got revise sanction layout Aurangabad Municipal Corporation vide layout order no. AMC/PS/117/52/99/ 1677/98 dated 16.07.1999 and converted into Plot no. 1 to 32.



AND WHEREAS the Vendor obtained NA order U/A 44 of Maharashtra Land Revenue Code 1966 in file no. 94/MAASHA/Jomesh-1/AERUSH/CR-237/93 dated 07.03.1994 in respect of Plot no. 30 and Vendor himself obtained NA order U/A 44 of Maharashtra Land Revenue Code 1966 in file no. 96/MAASHA/Jomesh-1/AERUSH/CR-207/93 dated 03.04.1993 in respect of Plot no. 31.

AND WHEREAS the Vendor purchased TDR admeasuring 204.60 Sq.Mt. under the Deed of Assignment of Development Right bearing registration no. 4542/2015 dated 10.10.2015 and TDR admeasuring 45.62 Sq.Mt. under the Deed of Assignment of Development Right bearing registration no. 427/2014 dated 16.01.2014 both deeds registered at the office of Sub-registrar Amravati and obtained construction permission P. No. 155/17/2015-16 vide permission no. 372/2015-16 dated 07.09.2015.

AND WHEREAS Vendor is being in need of money to purchase the other suitable property as well as personal and domestic purposes therefore she desires to sell the said property as described in Schedule-A along with building permission and she approached to Vendee and requested to purchase the same and Vendee is also agreed to purchase the same for construct of residential apartment thereon therefore this Sale Deed is being executed on the following terms and conditions.

1. That, the Vendor in consideration thereof sold, of her rights, title, deeds, interest in respect of the property Plot no. 30 CTs no. 15840/92 admeasuring 680.2 Sq.Mt. and Plot no. 31 CTs no. 15840/91 admeasuring 200.4 Sq.Mt., Sheet No. 289 and 292 along with along with 332.00 Sq.Mt. TDR and construction permission as described in Schedule-A, to the Vendee for the consideration of Rs.2,40,00,000/- (Rupees Two crore forty lakhs only). The Vendee has paid the entire consideration amount of Rs.2,40,00,000/- (Rupees Two crore forty lakhs only), as under:-



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Sr.	Cheque	Date	Amount	Bank
1.	214055	09/09/2016	39,50,000/-	Sarawati Bank
2.	214057	12/10/2016	49,50,000/-	Sarawati Bank
3.	214054	12/10/2016	36,50,000/-	Sarawati Bank
4.	214053	12/10/2016	49,50,000/-	Sarawati Bank
5.	214056	12/10/2016	49,50,000/-	Sarawati Bank
6.	1% TDS		2,40,000/-	1% TDS Deducted
		Total	2,40,00,000/-	

As such the Vendor received the entire consideration amount of Rs.2,40,00,000/- (Rupees Two crore forty lakhs only), and the Vendor hereby acknowledge the receipt of the same and there is no dispute pending for the same.

2. That the Vendor has delivered the physical actual possession of the property under sale to the Vendee today only i.e. just prior to execution of this sale deed and the Vendee can use and enjoy the same as an absolute owner and possessor thereof without any obstruction in their possession either by the Vendor, her family members, successors, agents, relatives or any third party. If any obstruction is caused in the title and possession of the Vendee, the same will be cleared and defended by the Vendor at her own costs, risk and responsibility.

that the Vendor has transferred all her rights, title, interest of immovable interest whatsoever nature in the property under sale without keeping any reservation with her in favour of the Vendee in the above said amount of consideration.

4. That the Vendor hereby declare that the property under sale is free from all types of encumbrances and it is not subject to any Mortgage, Lease, Lien, Charge nor any type of agreement is entered by the Vendor with any third party in respect of the said property nor the Vendor obtained any loan on the said property from government, semi government, any financial institution, bank or any private person. If any dues are found to be outstanding, it will be paid by the Vendor.

5. That the Vendor has paid all the municipal taxes including water charges, betterment and RA charges in respect of the property.

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under sale till today, if any dues are found to be outstanding, it will be paid by the Vendor.

6. That the Vendor's liability does not extend over the property under sale, which is neither affected by any reservation nor it is subject to any occupation or requisition. Similarly, the property under sale is not subject matter of any litigation in any court, tribunal or before any authority or officer. If any litigation is found on the property under sale, the vendor will clear off the same on her own cost, risk and responsibility.

7. That the Vendee have paid all the expenses required for the execution and registration of the sale deed in their favour as per mutual agreed terms between parties.

8. That the Vendee purchased the property under sale only due to the assurance given by the vendor in respect of her absolute and good marketable title and possession. If any kind of dispute either in respect of title, deed or boundaries arise in respect of property under sale, the vendor will be responsible to clear the said dispute and she will also have to compensate to Vendee for all losses sustained by them due to the any kind of dispute of any nature in respect of the property under sale.

9. The Vendor shall and will, from time to time and at all times, hereafter at the request and cost of the vendee do and execute or caused to be done and execute on such further and other lawful and reasonable acts, deeds, things, matters, conveyances, and assurances in the law whatsoever for the better, further and more perfectly and absolutely vesting the said property lawfully granted and transferred unto and to the use of Vendee in manner absolute as by the Vendor or their counsel in law shall be reasonably required.

That the vendee become absolute owner and possessor by virtue of all the deed and they can mutate this name in CTG record by paying necessary mutation in CTG record and vendor has no objection to the same and separate notes are attached herewith.



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IN WITNESSETH WHEREOF, THIS SALE DEED IS EXECUTED WITH FREE WILL AND
 CONSENT WITHOUT ANY PRESSURE OR COERCION ON 12TH DAY OF
 SEPTEMBER 2016 AT AURANGABAD.

VENDOR


 Mrs. Sarakha Ashok Patil



VENUEE

M/s. Vision Ventures

Through its authorized Partners:-


 L. W. Ashutosh Shrinath Navarset
 S. K. Kashinath Navarset



WITNESSES

1. Name:- Sagar M. Fadwani
 Age:- 30 yrs. Occ:- Business
 Res:- Pailhan Gate, Aurangabad.




 Name:- Sagar M. Fadwani
 Age:- 30 yrs. Occ:- Business
 Res:- Ashok Nagar, Aurangabad



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Attest by AAO

EPayment Details

4. Disbursement Number
5. MH00017/2000018175

Disbursement Number
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From Your Registered Address

1. Verify Disbursement Number for disbursement of money to your account. If correct, you can receive disbursement of money.
2. Sign your name immediately after registration.

For Signature, please use the following address: [Address]

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प्रमाणित करण्यात येते की,
रुपय वस्तुनिष्ठपणे [Name] यांनी जमा केले.
[Name] हा/ही [Address]
वस्तुनिष्ठपणे दि. 24/8/2016

[Signature]
[Name]
[Address]



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(continued)

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पु. वि. भा. पु. जि. अंगणवाडी कार्य भारीयवास

डॉ. व. क. शर्मा द्वारा प्रस्तुत (07-12-2018)

सिद्धि 4 (12) में - का. (नगर सेवा)

1999

भाजपचे विजय: 07/12/2014

अध्यक्ष: धन्यवाद। मैं माननीय मंत्री जी को धन्यवाद देता हूँ कि उन्होंने मेरी बातों का जवाब दिया है।

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पाने २३००००

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निर्देशांक: 07/12/2016-04-01 44 PM ई. वेब: (maxfire.org)

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```

return finalize( log_g, H, observed );

```

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संज्ञा

Summary

आकृति-७७ ११ मारखेडा

[illegible]

सुभाषचन्द्रबोस विद्यालय, बंगलूरु
२०१८

सुप्रीमकोर्टने याचिकाकर्ता यादी करणं घुमटोकारांमुळे अवयव यादी करायला नव्हती
सुप्रीमकोर्टात याचिका नव्हती

सुविधा सुख आनन्द निराकर
बनोतः

Abstract