

**DECLARATION U/s. 2 OF MAHARASHTRA APARTMENT
OWNERSHIP ACT**

THIS DECLARATION IS MADE TODAY ON THIS _____ DAY OF _____. 2020 BY :-

1. Mr.Laxminarayan s/o Shriramji Attal
Age : 60 years, Occ.: Chartered Accountant
R/o.: 2-A, J K Towers, Adalat Road, Aurangabad
2. Mrs. Sunita w/o Laxminarayan Attal
Age : 58 years, Occ.: Housewife
R/o.: 2-A, J K Towers, Adalat Road, Aurangabad

(Hereinafter called as 'GRANTORS' which expression shall mean and include all their heirs, successors, legal representatives, executors, administrators & assignees etc.)

WHEREAS the property plot No. 44, CTS No. 20295/2/5 admeasuring 578.90 Sq. Mtrs., situated at Adalat Road Aurangabad was originally owned and possessed by Hotel Devgiri Private Limited and Loksangam Hotel & resorts Pvt Ltd and they sold the said property to Mr. Laxminarayan s/o Shriramji Attal and Mrs. Sunita w/o Laxminarayan Attal i.e. Grantors.

AND WHEREAS Grantors obtained the construction permission from Municipal Corporation Aurangabad on dated 13.09.2017 in file no. 1411/17/2016-17, vide commencement certificate no. 566/2017-18 and the copy of construction plan is annexed herewith at **SCHEDULE - C.**

AND WHEREAS the project is under registered under Real Estate Regulatory Act with Maharashtra Real Estate Authority having registration no. P51500014763.

AND WHEREAS, the building being constructed on schedule A will be known as "MILLENNIA HEIGHTS " and in no case the said name will be changed.

In "MILLENNIA HEIGHTS", there will be 5 floor as Basement Floor, Ground Floor, First Floor Second Floor & Third Floor .

On basement floor there will be parking which is being allotted separately. On Ground Floor there will be three flats as Flats no.1 to Flat no.3. On First Floor there will be there will be three flats as Flats no.101 to Flat no.103. On Second Floor there will be three flats as Flats no.201 to Flat no.203. On third floor there will be one Flat as Flat No.301.

However Grantors intend to purchase TDR and hence hereby reserved their right to obtain revised construction permission and carry on further construction and also to execute deed of correction to declaration.

The specific areas of each of Flat are shown in **SCHEDULE "B"** hereunder. Similarly, location of each of Flat and parking area are specifically shown in the construction plan, which is annexed herewith at **SCHEDULE "C"**.

That the total building "MILLENNIA HEIGHTS" will be for Residential purpose. However after purchasing TDR, the grantors intend to obtain revised permission and after executing deed of correction to declaration the purpose of the building shall be as proposed or finalized therein. However no such change of purpose would be made

regarding the tenements towards which the agreement to sale has already been executed by the Grantors. The unit will be sold to one or more Vendor, each owner obtaining a particular and exclusive property-right thereto and each units 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 building as listed hereinafter in this deed, necessary for their adequate use and enjoyment and hereinafter in referred to as General and/or restricted common areas and facilities, all of the above in accordance with the Maharashtra Apartment Ownership Act.

That the administration of "MILLENIA HEIGHTS" Condominium consisting as above said building and parcel of the land described in Schedule-A of this deed shall be in accordance with provisions of this deed and which provisions of by e-laws 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, so that each of the units 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 units holder having an exclusive and particular right, title, interest over his respective family units 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 GRANTOR own one or more family units, the GRANTOR shall be subject to provisions of this Deed and of the Schedule-A and Schedule-B attached herewith and the GRANTORS convents to take no action which will adversely affect the right of the Association of the Apartment owner with respect to assurance against latent defects in the building or other rights assigned to the Association by reason of establishment of "MILLENIA HEIGHTS" Condominium.

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

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 Apartment Vendor expressed in amendment to this deed duly registered.

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

That each unit owner shall comply with the provisions of this deed, bye-laws, decisions and resolution of the association of the apartment Vendor or representation and failure to comply with such provisions, decisions or resolutions shall be ground for action to recover the sums or damages for injunction relief/s.

That the dedication of this property to the plan of apartment Ownership herein shall not be revoked or the property be removed from the plans of a apartment Ownership of any provisions herein amend unless all of the mortgages covering the units unanimously to such revocation or amendment or removal of the property from the plan by duly registered instruments.

The no apartment owner of a family exempt himself from liability for contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or restricted common areas or facilities or by abandonment of his family units.

That all present or future Vendor, tenants, future tenants or any other person, that might use the facilities of the building in any manner are subject to the provisions of this deed and that the more acquisition or rental of any of the family units of the building or the more act of occupancy of any of the said units shall signify that the provisions of this deed are accepted and satisfied. The respective family units shall not be rented or given on lease and, license or care-taker basis by the apartment Vendor thereof for transient or hotel purpose, 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 units are provided customary hotel or boarding or lodging or paying guests services other than the forging obligations, the apartment Vendor of the respective family units shall have the absolute right to lease such units or give it and leave and license or care-taker basis provided that, said lease or lease and license or care-taker basis is made subject to him covenants and restrictions contained in this declaration.

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 units is sold by a mortgagee in exercise of his powers of sale under an English mortgage against the owner of such family units, then neither the MORTGAGEE nor the purchaser who, derives title to the family units at such sale, or his successors or assignees 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 Vendor from filing and claiming charge 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 units the grantee of the units shall be jointly and severally liable with the grantor for all unpaid assessments by the Association of Apartment Vendor against the letter for his share of the common expenses up to the time of the grant for conveyance without prejudice to the grantee's rights to recover from the grantee the amounts paid by the grantor therefore. However, any such grantee shall be entitled to a statement from the Manager of Board of Managers of the Association, as the case may be, setting for the amount of the unpaid assessments against the grantors due to the Association and such grantee shall not be liable for nor shall the family units conveyed be subject to a charge for, any unpaid assessments made by the Association of Apartment Vendor against the grantor in excess of the amount, therein set forth.

That, the manager or Board of Manager of the association shall be obtained and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgages covering family units but without prejudicial to the rights of the owner of a family units to obtain individual family units insurance.

That, the manager, or board of managers of coverage shall be common expense tone paid by monthly assessment levied by the association of apartment owner 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 use.

The balanced F.S.I. of the property described in schedule "A" or in case the F.S.I. of the property described in SCHEDULE 'A' if increased at any time in future, it will be belonging to the Grantors and Grantors can consume the said F.S.I. either on the terrace of the building by carrying on further construction and no unit purchaser will have any objection for same. Similarly no unit purchaser will have any right to raise further construction on the unit sold to him and consume the additional F.S.I. Similarly, in case, F.S.I. is increased or by purchasing the T.D.R., the Grantors can raise further construction on the terrace of the building and can sale the said additional unit to any third party and no Flat purchaser will have any objection for carrying on further construction and selling the additional unit to third party. The last terrace of the building is also retained by the Grantors and Grantors can use the same for any purpose including therein installation of mobile tower or for hoteling etc., and no unit purchaser will have any objection for such use and it will not be necessary to obtain separate consent of the unit purchaser for the same. The undivided share of each of the unit purchaser, in common areas and facilities will automatically changed and reduced proportionately if the further construction on the property described in Schedule "A" is carried out as stated above and no unit purchaser will have any grievance for reduction of such percentage.

Common areas and facilities of "MILLENNIA HEIGHTS" will be as under: -

1. All that part and parcel of the property described in Schedule "A"
2. Drainage line throughout "MILLENNIA HEIGHTS".
3. Waterline throughout "MILLENNIA HEIGHTS"
4. Compound wall and main gate.
5. Electric wiring throughout "MILLENNIA HEIGHTS".
6. Borewell and electric motor installed thereon.
7. Electric meter through which electricity is supplied to the electric motor installed on underground water tank, bore well and common lobbies, stair case, Lift
8. Underground and overhead water tank and electric motor installed on underground water tank
9. Staircase and common lobbies on each floor
10. Lift
11. Solar for electricity to be supplied, for common amenity and common facility and common area only.

Every unit purchaser will have to contribute Rs.1,00,000/-per unit as Lump sum amount as maintenance of Common area and facilities of "MILLENNIA HEIGHTS". The amount will be kept in fixed deposit of any bank and common area and facilities will be maintained on the interest amount of said fixed deposit. In case the interest amount is found short is found short, every unit purchaser will have to contribute for short amount, in propionate to build up area of their respective units.

That, apartment from this association, if required society of all purchaser will be formed and every purchaser will have to be member of the said society and the conveyance deed in respect of common areas and facilities will be executed in favour of the said society.

SCHEDULE “A”

All that part and parcel of the property plot No. 44, CTS No. 20295/2/5 admeasuring 578.90 Sq. Mtrs., bounded by:

- EAST : 12 Mtrs. Wide Layout Road
- WEST : Layout open Space
- SOUTH : Remaining land belongs to SCR
- NORTH : 9 Mtrs. Wide layout Road situated at Adalat Road Aurangabad

SCHEDULE-B –"MILLENIA HEIGHTS ”

Sr No.	Particulars	Floor	Built up area in Sq. Mtrs.	Carpet area in Sq. Mtrs	Percentage Undivided area and facilities
1	Flat No.001	Ground Floor		56.79	
2	Flat No.002	Ground Floor		64.17	
3	Flat No. 003	Ground Floor		57.34	
4	Flat No.101	First Floor		79.58	
5	Flat No.102	First Floor		77.28	
6	Flat No.103	First Floor		71.94	
7	Flat No.201	Second Floor		79.58	
8	Flat No. 202	Second Floor		77.58	
9	Flat No. 203	Second Floor		71.94	
10	Flat No.301	Third Floor		79.58	

S C H E D U L E- “C”

BYELAWS OF “MILLENIA HEIGHTS” CONDOMINIUM.

CHAPTER-I

I. SHORT TITLE AND APPLICATION:

- i) These Bye-laws may be called the byelaws of the “MILLENIA HEIGHTS”, Condominium.
- ii) The provisions of these byelaws apply to the “MILLENIA HEIGHTS” Condominium.

All present or future Vendor, tenants, future tenants, or there 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 acquisitions or rental or taking or licence of any of the family units (hereinafter referred to as Units) of the building or mere act of occupancy of any of the said ratified, and will be complied with.

II. DEFINITIONS:

[1] In these bye laws, unless the context requires otherwise...

- a) "Act" means the Maharashtra Apartment Ownership Act 1970.
- b) "Association" means the Association of all the Apartment Vendor constituted by such Vendor for the purpose of "MILLENNIA HEIGHTS" Condominium.
- c) "Board" means Board of Managers consisting of 05 persons, all of whom shall be Vendor of apartment in "MILLENNIA HEIGHTS" condominium.
- d) "Building" means the building located at plot No. 44, CTS No. 20295/2/5 admeasuring 578.90 Sq. Mtrs., situated at Adalat Road Aurangabad and known as "MILLENNIA HEIGHTS " apartment Condominium and includes the land forming part thereof.
- e) "Declaration" means the Declaration, which the sole owner of the building or all the Vendor of building have executed and registered as provided in section 2.
- f) "Majority of Vendor" means those Vendor holding 51 percent of the votes in accordance with the percentages assigned in Declaration.
- g) "Owner" or "Apartment Owner" means the person owning an Apartment in "MILLENNIA HEIGHTS" condominium.
- h) "Section" means a section of the Act.
- i) "Units" means a family units in "MILLENNIA HEIGHTS" Condominium.
- j) "Registrar" means the Registrar of Co-Operative Societies.

[2] Words and expressions used in these bye-laws but not defined therein shall have the meaning respectively assigned to them in the Act.

[3] APARTMENT OWNERSHIP:

Building" means the building located at plot No. 44, CTS No. 20295/2/5 admeasuring 578.90 Sq. Mtrs., situated at Adalat Road Aurangabad and known as "MILLENNIA HEIGHTS " apartment Condominium, 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 Apartment Vendor of the building called "MILLENNIA HEIGHTS" located at plot No. 44, CTS No. 20295/2/5 admeasuring 578.90 Sq. Mtrs., situated at Adalat Road Aurangabad and known as "MILLENNIA HEIGHTS" (hereinafter called as "the said building") who have filed her respective Declaration submitting her apartments to the provisions of the Act.
- b) to invest or deposit moneys.
- c) to provide for maintenance, repair and replacement of the common areas and facilities by contributions from the apartment Vendor, and if necessary, by raising loans for that purpose.

d) to retain and licence if possible, suitable portions of common areas to outsiders for commercial purpose, and to distribute the commons profits left after deducting the common expenses against the Apartment Vendor as common profits or accumulate same for building up a reverse fund;

e) to provide and do all and many of the matters provided in sub-section (2) of section 16;

f) to advance, with the consent of the Apartment Vendor, any short term loans to any apartment Vendor in case of any emergent necessity, and to provide for the repayment thereof in lump sum or in installment;

g) to establish and carry on, on its own account or jointly with individuals or institutions, educational, physical, social and recreational activities for the benefit of the apartment Vendor;

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;

i) to do all things necessary or and otherwise provided for the attain of the objects specified in these byelaws.

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

[5] MEMBERS OF ASSOCIATION:

(1) All persons who have purchased apartment in "MILLENIA HEIGHTS" Condominium and executed respective Declaration under section 5 submitting her apartment to provisions of the act shall automatically be the members of the Association and shall pay the sum of one rupee as entrance fee and may purchase at least one share of the face value of Rs.100/- each. Each apartment owner shall receive a copy of the byelaws on payment of one rupee.

(2) Upon any apartment Vendor selling his apartment or absolutely conveying the same by way of gift under his will or otherwise, the purchaser or done shall automatically become a member on payment of the entrance fee of one rupee. The shares held by an apartment owner shall be transferred to the name of such purchaser or done 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 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 Vendor maintained by the Secretary for the purpose of administration of the "MILLENIA HEIGHTS" Condominium as apartment owner or joint apartment Vendor. Where any legatee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.

[6] JOINT APARTMENT VENDOR: Where an apartment has been purchased by two or more persons jointly, she shall be jointly entitled to the apartment and shares of the association shall be issued in her joint names, but the person whose name stands first in the share certificate shall alone have the right vote.

[7] HOLDING OF ONE SHARE COMPULSORY: Every Apartment owner must hold at least one share of the Association, (Joint apartment Vendor holding the share jointly).

[8] **DISQUALIFICATION:** No Apartment Owner shall be entitled to vote on 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 arrears if any sum due from him in respect of his contributions for common expenses, for more than sixty days on the last day of the year preceding the year in which the elections 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 units or units in the declaration.

[10] **QUORUM:** Except as otherwise provided in these laws, presence in person of a majority of Vendor 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 "MILLENIA HEIGHTS" 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 Vendor, casting votes in persons.

[13] **PLACE OF MEETINGS:** Meetings of the Association shall be held at suitable place convenient to the Vendor as may from time to time designate by the Association.

[14] **ANNUAL MEETINGS:** The First annual meeting of the association shall be held on 01.01.2023. Thereafter, the annual meeting of the Association shall be held on the 1st of January of each succeeding year. At such meetings there shall be elected by ballot of the Apartment Vendor a Board of Managers in accordance with the requirements of bye-law 23. The Vendor may also transact such other business of the Association as may properly come before them.

[15] **SPECIAL MEETINGS:** It Shall be the duty of president to call a special meeting of the apartment Vendor as directed by a resolution of the Board or upon a petition signed by a majority of the Vendor 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 other business shall be transacted at special meeting except as stated in the notice without the consent of four fifths of the Vendor present in persons.

[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 so held, to each apartment Vendor, at 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 bye-laws shall 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 Vendor 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 Vendor present in person being not less than two shall form quorum.

[18] ORDER OF BUSINESS: The order of business at all meeting of the Vendor 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 of 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 IV

(Board of Managers)

[19] MANAGEMENT OF ASSOCIATION: The affairs of the Association shall be governed by a Board of Managers.

[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 to be exercised and done by the Vendor.

[21] OTHER DUTIES: In addition to duties imposed by these bye-laws or by resolutions of the Association, the Board shall be responsible for the following that is to say:

- a) Care, upkeep and surveillance of the, "MILLENIA HEIGHTS" Condominium and the common areas and facilities and the restricted common area and facilities.
- b) Collection of monthly assessment from the Vendor.
- c) Designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the "MILLENIA HEIGHTS" Condominium the common areas and facilities and restricted common areas and facilities.
- d) To provide for the manner in which the audit and account, of the Association shall be carried out.
- e) To inspect the accounts kept by the secretary, and/or the Treasurer, and examine the registers and account. books and to take steps for the recovery of all sums due to the Association.
- f) To Sanction working expenses, count cash balance and deal with other miscellaneous business.
- g) To see that cash book is written up promptly and is signed daily by one of the members of the Board authorized in this behalf.
- h) To hear and deal with complaints.

[22] MANAGER: The Board may comply for the Association a Manager at a compensation determined by the Board to perform such duties and services as the Board shall authorize including, but not limited to the duties listed in by law 21. The Board of Managers will consists of 5 Managers.

[23] ELECTION AND TERM OF OFFICE: At the first annual meeting of the Association, total 05 managers will be elected out of which the term of office of two managers shall be fixed for three years and the term of office of two managers shall be fixed for two years and term of office of one manager will be fixed for 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 office until their successors have been elected and hold her first meeting.

[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 she 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 Vendor and a successor may then and there by elected to fill the vacancy thus created. Any manager whose removal has been proposed by the Vendor shall 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 Managers in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

[27] REGULAR MEETING: Regular meeting of the Board may be held at such time and place as shall be determined from time to time, by a majority of Managers, but at least two such meetings shall be held during each year. Notice of regular meetings of the board shall be given to each manager 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 stage the time, place as hereinabove provided) 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 three managers.

[29] WAIVER OF NOTICE: Before or at any meeting of the Board any Manager, may in writing, waives 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 and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

[30] QUORUM: At all meeting of the Board, two-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 Board. If at any meeting of the Board there be less than a quorum present, the majority of those persons 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, provided there is a quorum present.

[31] FIDELITY BOND: The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

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 her judgment may be necessary. (In the case of an Association of one hundred Vendor or less, the offices of the Treasurer and Secretary may be filled by the same persons.

[33] ELECTION OF OFFICERS: The Officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold offices 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 successors 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 Vendor 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 the President nor the Vice President is able to act, the Board shall appoint some other member of the Board so to act on an interim basis. The Vice President shall also perform such other duties as such other duties as shall from time to time by imposed upon him Board.

[37] SECRETARY: The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board may direct and he shall in general, perform all the duties incidental to the office of the Secretary.

[38] TREASURER: The Treasurer shall be responsible for Association funds and securities and shall also be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall responsible for the deposit of all moneys and other valuable effects in the name and to the credit of

the Association in such depositaries as may from time to time be designated by the Board.

CHAPTER VI

Obligations of the Apartment Vendor:

[39] ASSESSMENTS: All Vendor are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to the "MILLENNIA HEIGHTS" 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 made prorata according to the value of the units owned, as stipulated in the declaration. Such assessment shall include monthly payments to a General operating reserve and a Reserve Fund for Replacements.

[40] MAINTENANCE AND REPAIR:

(1) Every Owner must perform promptly, all maintenance and repair work within his own units which if omitted would affect the "MILLENNIA HEIGHTS", Apartment Condominium in entirety or in a part belonging to other Vendor, being expressly responsible for the damages and liabilities that his failure to do so end age.

(2) All the repairs of internal installations of the units such as water, light gas, power, sewage, telephones. air conditions, sanitary installations, doors, windows, lamps and all other accessories belonging to the units area shall be at the expense of the apartment owner concerned.

(3) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common areas and facility damaged through his fault.

[41] USE OF FAMILY UNITS INTERNAL CHANGES:

(1) All Units (except units on the Lower & Ground Floor) shall be utilized for residential purpose only.

(2) an owner shall not make any structural modifications or alterations in his units 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 installation.

[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, frostbites, stairways, elevators and other areas, of "MILLENNIA HEIGHTS", Apartment Condominium and facilities of a similar nature both common and restricted any furniture, packages, or objects of any kind such areas shall be used for no other purpose than for normal transit through them.

[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 or threatening his units whether the owner is present at the time or not.

(2) An Owner shall permit other Vendor, or her representative when so required to enter his units for the purpose of performing installations, alterations, or repairs to the mechanical or electrical 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 "MILLENNIA HEIGHTS" Condominium shall post any advertisement or posters of any kind in or on the building except as authorized by the Association.

(2) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb others. Residents keeping domestic animals shall abide by the Municipal sanitary by laws or regulations.

(3) It is prohibited to hang garments, rugs etc. from the windows balconies or from any of the facades of the "MILLENIA HEIGHTS" Condominium.

(4) It is prohibited to dust rugs, etc. from windows or clean rugs, etc. by beating on the exterior part of the "MILLENIA HEIGHTS" Apartment Condominium.

(5) It is prohibited to throw garbage or fresh outside the disposal installations provided for such purpose, in the service areas. If such installation is not provided, all garbage or fresh 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 "MILLENIA HEIGHTS" Condominium or that protrude through the walls of the roof of that condominium except as authorized by the Association.

CHAPTER VII

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

- (a) by shares;
- (b) by Contributions and Donations from the apartment Vendor;
- (c) From Common profits which shall form the nucleus of the reserve fund.
- (d) buy raising loans, if necessary subject to such terms and conditions as the Associations, 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-Operative Bank or in the State Co-Operative Bank or;
- (b) In any of the securities specified in section 20 of the Indian Trusts Act. 1882, or;
- (c) In any Co-Operative Bank other than those refer to in clause (a) of this by law; or in any banking company approved for this purpose by the Association.

[47] AFFILIATION: Should the be any Federation of apartment Vendor in the locality in which the "MILLENIA HEIGHTS " Condominium is situate, 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) In a Banking account shall be opened by the Association in to which all moneys received on behalf of the Association shall be paid, provided that the Secretary may retain in his personal custody an amount not exceeding Rs.100/- for petty expenses. All payments above Rs.20/- shall be made by cheque signed by the Secretary, and one member of 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 of 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 profit & Loss Account;
- (b) The receipt and expenditure of the previous financial years; and
- (c) a summary of the property and assets and liabilities, of 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 arised at.

(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 than 15th August, every year.

(5) Every financial statement shall be accompanied by a complete list of the apartment Vendor. There shall also accompany the financial statement shall state up to what date profits and expenses of common areas are included.

[49] Publication of Accounts and Reports: A copy of the last financial statement and of her 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 at its general meeting an auditor who shall audit the accounts of the association prepared by the Board, as herein before provided and shall examine the annual return, and verify the same with the accounts relating thereto and shall either sign the same as found by him to be correct duly vouched and accordance with law, or specially report to the association in what respect he finds it incorrect, unvouched or not in accordance with law.

[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 areas 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 mortgage his units, shall notify the Association through the Manager, if any or president of the board, in the event there is no Manager, the name and address of his mortgagee; and the Association shall maintain such information in a book entitles "Mortgagees of Units"

[53] NOTICE OF UNPAID ASSESSMENTS: The Association shall the request of a mortgagee of a units report any unpaid assessments due from the owner of such units

CHAPTER IX

[54] COMPLIANCE: These bye-laws are set forth to comply with the requirements of the Maharashtra Apartment Ownership Act 1970. In Case any of these bye-laws conflict with the provisions of the said Act, it is hereby agreed and accepted that 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 Board and every deed of instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the board and secretary or any other person authorized by the Association in that behalf.

CHAPTER X

Amendments to Plan Apartment Ownership

[56] AMENDMENTS OF BYE-LAWS: These bye-laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by Vendor representing at least 75%, of the total value of all units in the "MILLENNIA HEIGHTS" Condominium as shown in the declaration.

IN WITNESS WHEREOF this declaration is executed today ____ day of Jan.2020 at AURANGABAD.

WITNESSES

GRANTORS

1. Mr.Laxminarayan s/o Shriramji Attal
2. Mrs. Sunita s/o Laxminarayan Attal