DEED OF DECLARATION

U/S. 2-A OF THE MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970.

"VENKATESH RESIDENCY"

This Deed of Declaration is executed today on _____th _____ 2019 by:-

Mr. Vikas Rajkumar Choudhary

Age: 28,Occ: Business

R/o. Adinath Nagar, Garkheda Parisar, Aurangabad.

(PAN No. AMDPC8794N)

(Hereinafter called as "Grantor/Plot Owner"/Developer which expression shall mean include all its Directors, their heirs, successors, representatives, executors, administrators & assignees etc. & **PARTY OF FIRST PART**)

WHEREAS the name of 7/12 extract issued by the Talathi Sajja Kanchanwadi in respect of Gut No. 14, Total Admeasuring Area 29236.07 Sq.Mtrs, Kanchanwadi, TQ. & Dist. Aurangabad shows the name of Mr. Namdev Gopaji Khadke in the year 1993-94, the said property is non agriculture property, the N.A Order passed by the Collector of Aurangabad on 10/05.1994 through order bearing No. MASHA/JAMIN-1/ AKRUSHI /CR /26/94 in favor of Mr. Namdev Gopaji Khadke .

AND WHEREAS the owner of land admeasuring area 29236.07 Sq.Mtr Mr. Namdev Gopaji Khadke develop said property and his obtaining final lay out permission from Municipal Corporation of Aurangabad on 14/06/2002, through letter bearing No. MNP/NRV/REKHAKAN/TP/80/2002/1383/2002, and made plotting on

above area situated at Gut No. 14, Kanchanwadi, Tq. Dist. Aurangabad

AND WHEREAS that after the plots owner Mr. Namdev Gopaji Khadke is sold Plot No. 55, Total Admeasuing Area 247. 00 Sq.Mtr, situated at Gut No.14 Kanchanwadi, TQ. & Dist. Aurangabad, to Dr. Fanish Subramanyam Koushik through Registered Sale Deed No. AGG-1-3611, dated 07/09/2004, at Sub-Register office Aurangabad, and on the basis above sale deed the owner of Plot No. 55 Dr. Fanish Subramanyam Koushik mutated his name on revenue record through Mutation Entry No. 683, dated 09/03/2005.

AND WHEREAS that after some few years the owner Plot No. 55, Total Admeasuing Area 247. 00 Sq.Mtr Dr. Fanish Subramanyam Koushik, situated at Gut No.14, Kanchanwadi, TQ. & Dist. Aurangabad, sold said plot to Mr. Vikas Rajkumar Choudhary through Registered Sale Deed No. AGG-6-2559, dated 29/10/2015, at Sub-Register office Aurangabad, and on the basis above sale deed the owner of Plot No. 55 Mr. Vikas Rajkumar Choudhari mutated his name on revenue record.

AND WHEREAS that after Mr. Vikas Rajkumar Choudhary his executed one Deed of Transfer of Dvelopment Right No. AGG-2-8092, dated 27/10/2017 between the Mr. Vikas Rajkumar Choudhary and M/s. Runicha Developers, through its Partners Mr. Rameshwar Kanayalal Bharuka & Mr. Sushil Kamalnayan Bharuka at Sub-register office Aurangabad.

AND WHEREAS that after Plot No. 55 owner Mr. Vikas Rajkumar Choudhary his decided develop said property and his obtaining Commencement Certificate/Construction Permission from Municipal Corporation of Aurangabad on 28/03/2018, through Permission No. 1193/2017-18, or File No. 846/17/2017-18

AND WHEREAS the land owner/builder/developer considered the title of owner to the project land and considered the plan of Flats Residential in Group Housing layout known as **"VENKATESH RESIDENCY"** consisting of Building proposed to be constructed on project Plot No. 55, Situated at Gut No. 14, kanchnwadi, TQ. & Dist. Aurangabad, and requested the owner/developer/builder.

AND WHEREAS the land owner/developer/builder considered agreed to give development rights for construction one flatted Building consisting of 10 Flats (hereinafter referred to as the "Demised Building") in group Housing layout known as **"VENKATESH RESIDENCY"** proposed to be constructed on project land on following terms and conditions. And the owner/Builder/Developer his also registered said project under Maharashtra Real Estate Regulatory Authority (RERA) on 12/06/2018, and the said authority issued registration No. P51500016755, in faovr of Mr. Vikas Rajkumar Choudhary

AND WHEREAS the Land Owner/Builder/Developer by virtue of this deed of declaration under Sec. 2-A intends to submit and submitted the prepared construction to the Scheme of The MaharashtraApartment Owners Act. 1970, hereto as follows: -

That, the building to be constructed on the land referred in the **Schedule-"A"** will be known as **"VENKATESH RESIDENCY"** and in no case said name shall be changed.

That, in the said project of building which will be known as **"VENKATESH RESIDENCY"** consist 10 Flats. The specific area of each one of the Flat area is given hereunder at **Schedule-"B"** similarly, the specific location of each Flats/Shops and area of each room or W.C or Bath in each one of the Flats/Shops are specifically shown in the construction plan (Floor Plan) which is treated as part of the declaration.

That, specifications of construction of each one of the Flats/Shops and all over buildings is given hereunder at **Schedule- "C".**

That, each one of the Flats/Shops is having individual utilisation on account of having its own exit to a common area and facility of the building and the said Flat will be sold by Grantor/Owner/Developer/Builder to one or more owners each owner obtains a particular and exclusive property right thereto in respective unit such as Flats/Shops constricting a heritable and transferable immovable properties within the meaning of any law for the time being in force in the state 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 an enjoyment and hereafter referred to as General and or restricted common area and facilities all of the above in accordance with the Maharashtra Apartment Ownership Act 1970.

That, the common areas & facilities of the building will be as under: -

a) Water pipe line and drainage line.
b) R.C.C frame work of the building.
c) Approach road main entrance.
d) Common electricity meter building wise for building consisting Flat and for other amenities.

That, the postal address of the Flats will be **"VENKATESH RESIDENCY"** Plot No. 55, Situated at Gut No. 14, kanchnwadi, TQ. & Dist. Aurangabad. The rights title and interest of each of the unit holder in the general common areas and other facilities as well as representation for voting purpose in the said general areas and facilities as well as representation for voting purpose in the meeting of the association of the Flats/Shops owner of these condominiums shall be equal.

Each of the unit holder is and shall continue to be liable to pay share of the taxes allocable of the common areas common facilities a common support and also for his/her/their share for the electricity consumed for common water charges which are being charged or assessed on the date of execution of these presents or hereinafter be charged or assessed on the date of execution of these presents or hereinafter be charged or assessed or levied or imposed from time to time. Each of the unit holder/s is and shall also be libel to pay the taxes allocable to his unit and for that purpose the unit holder shall get his/her/their unit assessed from the local authority. He/she/they is/ are also liable to pay the charges of electricity consumed by him/her/them on the premium as per meter reading.

OWNER hereinabove states and declares that said land on which the said building is being constructed is being constructed is free from all types of encumbrances and only the present Owner/Grantor/Builder/Developer has right title and interest in it.

The Flats/Shops owners shall not exempt him/her/them from liability for contribution towards the common expenses either by waiver of the right on any of the general common areas and facilities and/or abandonment. The owners of unit/s shall form an association, which shall be known as Association of Apartment owners as provided under the Maharashtra Apartment Owners Act 1970. The said association shall be governed by the bylaws and those shall be binding on each of the unit holder and the said bylaws shall not be changed latter on except unanimous consent of all the members of the association obtained in writing by duly executed deed of amendment to be registered with concerned authority by laws are annexed hereto at **Schedule-"D".**

That, if the property subject to the plan of Apartment Ownership Act 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.

The owner/Grantor/Builder/Developer stated the process to get existing building permission revised and the increased unit will be added by virtue of revised deed of declaration. Accordingly whenever further constructions allowed by the Competent Authority Municipal Corporation of Aurangabad Authority the Builder/Developer can raise further construction according to plan and can dispose of the said construction to anybody as per his choice provided that the purchaser of new structure/ unit to anybody as per his choice provided that the purchaser of new structure / unit will have to be the member of Association and will have to pay the regular subscription of the Association and further that, he/ she/ they will have rights in the common area, facilities and also on the property. But however after such construction the last terrace of the building will be the common for all unit holders.

The entire sum assesses by the association but unpaid or the share of common expenses changeable to any unit shall be charge thereon proper to all other charges.

That, the water source for the drinking and usage water facility to be provided in the **"VENKATESH RESIDENCY"** is from the water connection of existing open well (which is common as described supra) and one bore well only.

That, the interest of each unit holder in the total building in case of apartments restricted common area and facilities of respective apartment from multi store buildings and proportionate share of Flats owners in proportion to their built-up area of respective unit will be in proportionate to the area of his /her/ their unit to the total area.

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 Flats/Shops owners expressed to amendment of this deed.

That, the undivided interest in the general and/or restricted 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 through such interest is not expressly mentioned or described in the conveyance or other instrument.

That, each unit/Flats/Shops shall comply with the provisions of this deed the byelaws decisions and resolution of the association of the unit/ Flats/Shops owners of its representative and failure to comply with such provisions decisions or resolutions shall be grounds for an action to remove the sums due for damages or for injunctive relief.

That, the submission of this property to the plan of the Maharashtra Apartment Ownership Act 1970 herein shall not be revoked or the property be removed from the plans of the apartment ownership or any of the provision herein amended unless all of the Flats owners and mortgages all of the mortgage coverings the units unanimously agreed to such revocation or amendment or removal of the property from the plan by duly registered instruments.

All sums assessed by the association by unpaid for the share of the common expenses chargeable to any family unit shall constitute a charge on such family unit prior to all other charges except only charge if any on the family unit for payment of Government or municipal taxes or both and all sums unpaid on a first mortgage of the unit.

That, all present or future owners, tenants, future tenants or any other person that might use the facilities of the in any manner are subject to the provisions of this deed and that the more acquisition or rental of any of the family units or the mere act of occupancy of any of the said unit shall signify that the provision of this deed are accepted and ratified the respective family units shall not be rented or given on leave and license or care taker basis by the unit /Flats/Shops owner thereof for residential purposes which shall be defaced as (a) rental compensation of 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 forgoing obligating, apartment owner of the respective family units shall have the absolute right to lease such unit or give it on leave and license or care takes basis provided that said lease or leave or licence or care taker basis is made subject of the covenants and restrictions contain in this declaration and further subject to the byelaws is annexed herewith.

That, if the property subject to the provision of Apartment Ownership Act 1970 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 assignees shall be liable, for assessments by the association which became due prior to the adulation of title by such acquirer it being understood however, that the above shall not be constructed to prevent the Association Apartment owner 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 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 of the grantee's rights to recover from the grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Manger of Board of Managers of the Association as the case may be setting for the amount of the unpaid assessments against the Grantor due to the Association and such grantee shall not be liable for not shall the family unit conveyed be subject to a charge for any unpaid assessments made by the Association of Apartment owner against the grantor in excess of the amount therein set forth.

That, the manager or board of Manger 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 by 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 paid by monthly assessment levied by the association of unit/ Apartment/Flat purchaser and that such payment shall be held in a separate account of the Association and used solely the payment of the blanket property insurance premium as such premium become due.

Common maintenance shall be liable to contributes by all units/ Apartment/Flat owner occupier whither he / she they use it or not as under :-

1. Security for entire **"VENKATESH RESIDENCY".**
2. Streetlights and common lightening of entire project and their monthly payment to MSEDCL, which does not include the lightening in lobbies and staircase of multi store buildings consisting apartments.
3. Common Road Maintenance.
4. Drainage line.
5. Water and water lifting motor, its maintenance, electricity bills of building of **"VENKATESH RESIDENCY".**

6. Compound wall around the **"VENKATESH RESIDENCY".**
7. Lift.

MAINTANCE PROGRAM: -

01. all the Flats occupiers or owners, even they may be in use or not use still they have bound to contribute common maintenance regularly without any demure.

02. That, the Flats purchasers shall pay their maintenance on count of Security, Electricity Charges for street lights, Water Supply, Similarly individual multi store buildings consisting Apartment/Flat, shall pay on count of their individual building maintenance lightening in lobbies, staircase, AMC or lift, Common electricity bill of individual building, water lifting motor cost and maintenance etc.

SCHEDULE-"A"

All that piece and parcel of demised **Plot No. 55**, **"VENKATESH RESIDENCY"** Total Admeasuring Area 247.00 Sq.Mtrs Plot area for development considered for Developer constructed on project land, Situated at Gut No. 14, kanchnwadi, TQ. & Dist. Aurangabad, bounded by:-

EAST	9.00 Mtr. Road
WEST	Same Layout Play Ground
SOUTH	Plot No. 56
NORTH	Plot No. 54

"SCHEDULE-"B"

"VENKATESH RESIDENCY"

FLAT NUMBER	**FLOOR**
FLAT NO. 101 & FLAT NO. 102	STILT FIRST FLOOR
FLAT NO. 201 & FLAT NO. 202	SECOND FLOOR
FLAT NO. 301 & FLAT NO. 302	THIRD FLOOR
FLAT NO. 401 & FLAT NO. 402	FOURTH FLOOR
FLAT NO. 501 & FLAT NO. 502	FIFTH FLOOR

(ALL ADMEASURING AREA IN SQURE METERS.)

Flats Number	**Floor**	**Carpet Area**	**Built Up**	**Super Build-up Area**	**Balcony**	**Enclosed Balcony**	**Common Area**	**Box**
101.	STILT FIRST	34.03	37.65	59.77	3.15	-	16.1	2.88
102.	STILT FIRST	34.03	37.65	59.77	3.15	-	16.1	2.88
201.	SECOND	34.03	37.65	59.77	3.15	-	16.1	2.88
202.	SECOND	34.03	37.65	59.77	3.15	-	16.1	2.88
301.	THIRD	34.03	37.65	59.77	3.15	-	16.1	2.88
302.	THIRD	34.03	37.65	59.77	3.15	-	16.1	2.88
401.	FOURTH	34.03	37.65	59.77	3.15	-	16.1	2.88
402.	FOURTH	34.03	37.65	59.77	3.15	-	16.1	2.88
501.	FIFTH	34.03	37.65	59.77	3.15	-	16.1	2.88
502.	FIFTH	34.03	37.65	59.77	3.15	-	16.1	2.88

The Boundaries of Flat No. 101

EAST	ROAD
WEST	STAIRCASE/LIFT/PASSAGE
SOUTH	PLOT NO 56
NORTH	PLOT NO 54

The Boundaries of Flat No. 102

EAST	STAIRCASE/LIFT/PASSAGE
WEST	PLAY GROUND
SOUTH	PLOT NO 56
NORTH	PLOT NO 54

The Boundaries of Flat No. 201

EAST	ROAD
WEST	STAIRCASE/LIFT/PASSAGE
SOUTH	PLOT NO 56
NORTH	PLOT NO 54

The Boundaries of Flat No. 202

EAST	STAIRCASE/LIFT/PASSAGE
WEST	PLAY GROUND
SOUTH	PLOT NO 56
NORTH	PLOT NO 54

The Boundaries of Flat No. 301

EAST	ROAD
WEST	STAIRCASE/LIFT/PASSAGE
SOUTH	PLOT NO 56
NORTH	PLOT NO 54

The Boundaries of Flat No. 302

EAST	STAIRCASE/LIFT/PASSAGE
WEST	PLAY GROUND
SOUTH	PLOT NO 56
NORTH	PLOT NO 54

The Boundaries of Flat No. 401

EAST	ROAD
WEST	STAIRCASE/LIFT/PASSAGE
SOUTH	PLOT NO 56
NORTH	PLOT NO 54

The Boundaries of Flat No. 402

EAST	STAIRCASE/LIFT/PASSAGE
WEST	PLAY GROUND
SOUTH	PLOT NO 56
NORTH	PLOT NO 54

The Boundaries of Flat No. 501

EAST	ROAD
WEST	STAIRCASE/LIFT/PASSAGE
SOUTH	PLOT NO 56
NORTH	PLOT NO 54

The Boundaries of Flat No. 502

EAST	STAIRCASE/LIFT/PASSAGE
WEST	PLAY GROUND
SOUTH	PLOT NO 56
NORTH	PLOT NO 54

SCHEDULE-"C"

DETAILS OF Flats

Specification of Construction

STRUCTURE	STANDERED R.C.C FRAMED STRUCTURE OF HIGH QUALITY 6" OUTER AND 4" INTERNAL THICK BRICK WORK.
MASONARY	HIGH QUALITY BRICK MASONRY 6" THICK FOR EXTERNAL WALL & 4" THICK FOR INTERNAL WALL
FLOORING	PREMIUM QUALITY CERAMIC TILES (800mmx800mm) IN ALL ROOMS ***FOR TOILETS:*** CERAMIC DADO TILES FOR BATHROOM.

KITCHEN	KITCHEN PLATFORM IN GRANITE TOP PLATFORM WITH STAINLESS STEEL SINK, PROVISION FOR FIXING WATER PURIFIER.
ELECTRICALS	CASING CAPPING WITH MODULAR SWITCHES
WINDOWS	POWDER COATED ALUMINIUM SLIDING WINDOWS WITH SAFETY GRILLS.
DOOR FRAMES & SHUTTERS	A) MAIN DOOR- FRAME IN WOOD AND SHUTTER IN PINE WOOD WITH BOTH SIDE LAMINATE. B) CONCRETE FRAME WITH WATERPROOF DOOR. C) REST OF ALL DOOR FRAMES WITH CONCRETE WITH FLUSH DOORS. D) ALL SHOP SHETTER IN M.S GRIL.
PAINTING	A) INTERNAL PAIN WILL BE OBD/EQUAL PAINT. B) EXTERNAL PAINT WILL BE APEX PAINT
PLUMBING	EQUIVALENT FITTINGS IN ALL TOILETS & KITCHEN SINK.

SCHEDULE-"D"

BYLAWS OF "VENKATESH RESIDENCY" CONDOMINUM

CHAPTER-I

1) SHORT TITLE &APPLICATION: -

i) These bylaws may be called as the bylaws of the **"VENKATESH RESIDENCY".**

ii) These provisions of the byelaws apply to the **"VENKATESH RESIDENCY"** Apartment/Sector Condominium.

All present or future owner's tenants, future tenants or their employees or any other person that might use the facilities of the building in any manner are subject to the regulations set forth in these bye laws. The mere acquisition or rental or taking or licences of any of the units of the building or mere act occupancy of any of the said ratified any will be complied with.

2) DEFINATIONS: -

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 owners constructed by such owners for the purpose of **"VENKATESH RESIDENCY"** Sector Condominium.

c) "Board" means Board of Mangers consisting of 6 persons from Building Type-A&B all of whom shall be owners of respective Flats/ Shops from respective building Type **"VENKATESH RESIDENCY"**

d) "Building "means the cluster of building located at Plot on non-agriculture land forming part of land from Plot No. 55, Situated at Gut No. 14, kanchnwadi, TQ. & Dist. Aurangabad.

e) "Declaration" means the Declaration which the sole owner of the building or all the owners of building have executed and registered as provided in Section-2.

f) "Majority of Owners" means that owner holding 51 percent of the votes in accordance with the percentages assigned in Declaration.

g) "Apartment" means a part of the property intended for any type of independent use include one or more rooms or enclosed spaces located on one or more floors in a building {intended to be used for residence, office, practice of any profession or for carrying on any occupation trade or business or for any other type of independent use} and with a direct exit to public street road or highway or to a common area

leading to such street road or highway.

h) "Owner means the person owning Flats/Shops in **"VENKATESH RESIDENCY"**/Flats**/**Apartment condominium.

i) "Section" means a section of the Act.

j) "Unit/Flats means a Apartment according to existing/ future sanctioned plan in **"VENKATESH RESIDENCY"** Apartment Condominium.

k) "Register" means the Register of Co-operative Societies.

II. words and expressions used in these byelaws not defined therein shall have the measuring respectively assigned to them in the Act i.e. The Maharashtra Apartment Ownership Act, 1970.

3) <u>APARTMENT OWNERSHIP:</u>

THE Building is located at Plot of Non Agricultural land from Plot No. 55, Situated at Gut No. 14, kanchnwadi, TQ. & Dist. Aurangabad described in Schedule-"A- 1st & 2nd known as **"VENKATESH RESIDENCY"** Apartment Condominium is submitted to the provisions of the Act.

4) <u>OBJECT OF ASSOCIATION:</u>

- THE OBJECTS OF THE Association shall be: -

a) To be land too act the Association of Apartment owners the building/s cluster of buildings/project called **"VENKATESH RESIDENCY"**(hereinafter called as the said building) who have filed their respective Declaration submitting their apartment s 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 unit/apartment owners and if necessary by raising loans for the purpose.
d) To retain and licences if possible, suitable portions of common areas to outsiders for commercial purpose, and to distribute the commons profits left after dedicating the common expenses against the Apartment owners 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 unit/Apartment owners any short-termloans to any unit/apartment owners in case of any emergent necessity and to prove for the repayment thereof in lump sum or in instalment;
g) To establish an carry on its own account or jointly with individual or instructions educational, physics, social and receptive actives for the benefit of the unit apartment owners;
h) Toframe rules with the approval of the general meeting of the Association and after consulting the competent authority and may establish provident fund, if necessary, from 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.

- The Associations 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 Flats/Shops in **"VENKATESH RESIDENCY"** condominium and executed respective declaration under section 5 submitting their Flats/Shops to provisions of the act shall automatically and shall be the members of the Association and shall be liable to pay the sum of one rupee as entrance fee and may purchase at least one share of the face value of Rs. 500/- each unit/ apartment owner shall receive a copy of the byelaws on payment of one rupee.

2) Upon any owners selling his her/their Flats/Shops or absolutely conveying the same by way of fight under his will or otherwise the purchaser shall automated become a member on payment of the entrance fee of one rupee. The shares held by an unit/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 unit/apartment owner his apartment shall be transferred to the person or persons to whom he/she/they 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 unit/apartment the name of the legatee or the names of the legal representatives jointly shall be entered in the register of unit/apartment owners maintained by the Secretary of the purpose of administration of the **"VENKATESH RESIDENCY"** Apartment condominium as unit/apartment owner or joint owners. Where any legatee is a minor the unit/apartment owner shall be entitled to appoint a gradin of such minor.

6) JOINT OWNERS: -

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

7) HOLDING OF ONE SHARE COMPULSORY:

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

8) DISQUALIFICATION: -

Apartment owner shall be entitled to vote on the questions of the election of members of the Board or the president, Sectary, Treasurer or any other office bearer or be entitled to stand for election to such office if he is in areas 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 percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to he family unit or units in the declaration.

10) QUORUM: Except as otherwise provided in these laws presence in person of a majority of owners shall constitute a quorum.

11) VOTES TO BE CASE 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 **"VENKATESH RESIDENCY"** Apartment condominium, approving the annual budget establishing and collection monthly assessments and arranging for the management of the condominium in an efficient manner. Except as otherwise provided resolutions of the Association shall require approval by a majority of owners casting votes in persons.

13) PLACE OF MEETINGS: Matting's of the Association shall be held at suitable place convenient to the owners as any from time to time designate by the Association.

14) ANNUAL MEETINGS: The First annual meeting of the associations shall be held on the day and date as agreed between the members. 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/ Unit owners a Board of Managers in accordance with the requirements of bylaws. The owners any 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 unit/apartment owners as directed by a resolution of the Board or upon partitions singed by majority of the owners 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 owners 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 unit/ Apartment owners at let 2 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in these byelaws shall be considered notice served. Notice of all meetings shall be mailed or sent to the Housing Commissioner, or as the calls may be the Register.

17) ADJOURNED MEETING: If any meeting or owners 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 owners present in person being not less than tow shall form quorum.

18) ORDER OF BUSINESS: The order of business at shall meeting of the owners of units shall be as follows:

a) Roll Call.
b) Proof of notice of meeting or waiver of notice, Reading of minutes of preceding meeting.
c) Report of Officers.
d) Report of the Housing Commissioner, or the Registrar or of the officer duly authorized by them if present.
e) Report of Committees.
f) Election of Board Mangers.
g) Unfinished Business, if any.
h) New business.

CHAPTER-IV

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 owners.

21) OTHER DUTIES: In addition to duties imposed by these byelaws 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 **"VENKATESH RESIDENCY"** Apartment condominium and the common areas and facilities and the repaginated common area an facilities.
b. Collection of monthly assessment from the owners.
c. Designation, employment, remuneration and dismissal of the personal necessary for the maintenance and operation of the **"VENKATESH RESIDENCY"** Apartment condominium the common area and facilities and the restricted common areas and facilities.
d. To inspect the accounts kept by the secretary and or the Treasurer and examine the registers any account books and to take steps for the recovery of all sums due to the Association.
e. To sanction working expenses, count cash balance and deal with other miscellaneous business.
f. To inspect the accounts kept by the secretary and or the treasurer and

examine the registers and account books and to take steps sort the recovery of all sums due to the Association.

g. To see that cashbook is written up promptly and is signed daily by one 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 lay

23) ELECTION AND TERM OF OFFICE: At the first annual meeting of the Association the term of the office of Managers shall be fixed for three years. The term of office of Managers shall be fixed at two years and the term of office of one Manger shall be fixed at one year. At the expiration of initial term of office of each respective Manger his successor shall be elected to serve a term of three years. The Manger shall hold their 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 Mangers 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 Mangers may be removed with or without cause by a majority of the unit/apartment owners and a successor may then and there by elected to fill the vacancy thus created. Any manager whose removal has been proposed by the owners shall be given an opportunity to be in be 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 Mangers at the meeting at which such Manger were elected and no notice shall be necessary to the newly elected Mangers 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 majority of Managers by 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 meeting 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 Manger may in writing waives notice of such meetings and such waiver shall be deemed equivalent of the giving of such notice Attendance by a Manager at any meeting of the residency shall be a waiver of notice by him of the place thereof. If all the Mangers 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 one third of the total strength of the mangers shall constitute a quorum for the transaction of business and the acts of the mangers 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 presents 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 any be transacted without further notice provided there 8is a quorum present.

31) FIDELITY BOND: The Board may require that all officers and employees of the association hand lining or responsible for Association funds shall furnish adequate fidelity bond. The premiums on such none shall be paid by the Association.

CHAPTER-V

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 an 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 officers of the Treasurer and Secretary may be filed by the same persons.

33) ELECTION OF OFFICERS: The Office 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 ot appoint committees from among the owners 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 direct and he shall in general perform the entire 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

39) ASSESSMENTS: All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to the **"VENKATESH RESIDENCY"** Apartment condominium which may include an insurance premium for a policy to over repair and reconstruction work in case of hurricane, fire, and earthquake or other hazard or calamity. The assessments shall be made probate 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 Replacements.

40) MAINTENACE AND REPAIR:

1) Every owner must perform promptly all maintenance and repair work with in his own unit which if omitted would affect the **"VENKATESH RESIDENCY"** Apartment Condominium in entirely or in a part belonging to other owners, 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 unit such as water, light, gas, power, sewage, telephones, air conditions, sanitary, installations doors, windows, lamps, an all other accessories belonging to the unit area shall be at the expense of the unit/apartment owner concerned.
3) An owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common areas and facility damaged through his fault.

41) USE OF UNITS & INTERNAL CHANGES:

1) All units shall be utilised for valid legal purpose only. However the business/storage of Beer, alcohol, liquor, meat & fish is not permitted therein in any manner.
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 Manger is employed. The Association shall have the obligation to answer within thirty days and failure to do so with the stipulated time shall mean that there is no objection of the proposed modification alteration or installation.

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

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 **"VENKATESH RESIDENCY"**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 then.

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 origination in or threatening his unit whether the owner is present at the time or not.

2) An owner shall permit other owners or their representative when so required to enter his unit 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 reign of entry shall be immediate.

44) RULES OF CONDUCT:

1) No resident of **"VENKATESH RESIDENCY"**Apartment condominium shall post any advertise or posters of any kind in or on the building except as authorised 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 hand garments, rugs etc. from the windows balconies or from any of the facades of the **"VENKATESH RESIDENCY"** Apartment.

4) 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 a thrown in the municipal Dustbin.

5) No owner resident or lessee shall install wring for electrical or telephone installation, dish T.V antenna machines of air contenting units etc. on the exterior of the **"VENKATESH RESIDENCY"** Apartment condominium or that protrude through the walls of the roof of that condominium except as authorized by the Association.

6) That if the builder/developer wants to erect that owner of any mobile

company then in such circumstances he shall have the full authority and power to erect the same and collect the rent executively for his use and enjoyment. The permission of other unit/apartment owners shall not be required for the same.

CHAPTER-VII

45) FUNDS:

a) By Shares;
b) By contributions and Donations from the unit/apartment owners;
c) Form 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 Associations with the approval of the competent authority may determine in his behalf.

46) INVESTMENTS:

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 of this by law or in any banking company approved for this purpose by the Association.

47) AFFILATION: Should be any federation of unit/apartment owners in the locality in which the **"VENKATESH RESIDENCY"**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) 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 and amount not exceeding Rs. 1000/- for petty expenses. All payments above Rs.500/- shall be made by Cheques signed by the Secretary and one member of the board.
2) Each Apartment/unit 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, land 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 area and facility containing:
   a) The profit & Loss Account
   b) The receipt and expenditure of the previous financial Years;
   c) A summary of the property and assets and liabilities of the 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 arisen
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 unit/apartment owners. 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 their report of the auditor if any shall be kept in conspectus 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 unvoiced or not accordance with law.

51) POWER OF AUDITOR: The auditor shall be entitled to call for examine any paper documents belonging to the Association relating to the common area 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 require notice.

CHAPTER-VIII

52) NOTICE TO ASSOCIATION: An owner who mortgages his unit shall notify the Association through the Manger if any or president of the board in the event there is no Manager the name and address of his mortgage and the Association shall maintain such information in a book entitles "Mortgages of Units".

53) NOTICE OF UNPAID ASSESSMENTS: The Association shall the request of a Mortgage of unit report any unpaid assessments due from the owner of such unit.

CHAPTER-IX

54) COMPLIANCE: These byelaws are set forth to comply with the requirements of the Maharashtra Apartment Ownership Act 1970 in case any of these byelaws conflict with the provisions of the said it is hereby agreed and accepted that provisions of the Act will apply.

55) SEAL OF THE ASSOCIATION: The Association shall have common seal which shall be in the custody of the secretary and shall be used only under the authority of are solution 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 authored by the Association in that behalf.

CHAPTER-X

Amendments to Plan of Apartment Ownership

56) AMENDMENTS OF BYE-LAWS: These byelaws may be amended by the Association in a duly conspired meeting for such purpose and no amendment shall take effect unless approved by owners reparsing at least 75% of the total value of all units in the **"VENKATESH RESIDENCY"**Apartment condominium as shown in the declaration.

IN WITNESSETH WHEREOF THIS DEED OF DECLARATION IS EXECUTED DAY AND DATE HEREINABOVE REFEREED WITH FREE WILL AND CONSENT WITHOUT ANY PRESSURE OF COERCION.

NAME	SIGNATURE	PHOTO
Mr. Vikas Rajkumar Choudhary		

WITNESSES	SIGNATURE	PHOTO
1._____ Age:_____; Occu:_____ R/o:_____ _____		
2._____ Age:_____; Occu:_____ R/o:_____ _____		