मुळदस्त परत केला

343/5314
Monday,October 08 ,2018
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पावती

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

पावती क्रं.: 7402 दिनांक: 08/10/2018

गावाचे नाव: **शहानुरवाडी**
दस्तऐवजाचा अनुक्रमांक: **अगग6-5314-2018**
दस्तऐवजाचा प्रकार : **डिक्लरेशन**
सादर करणाऱ्याचे नाव: **एस.एस. एंटरप्राइजेस तर्फे भागीदार क्र. 1) श्री सुनील मोहन भाले .**

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 1580.00
पृष्ठांची संख्या: 79	
एकूण:	रु. 1680.00

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2:58 PM ह्या वेळेस मिळेल.

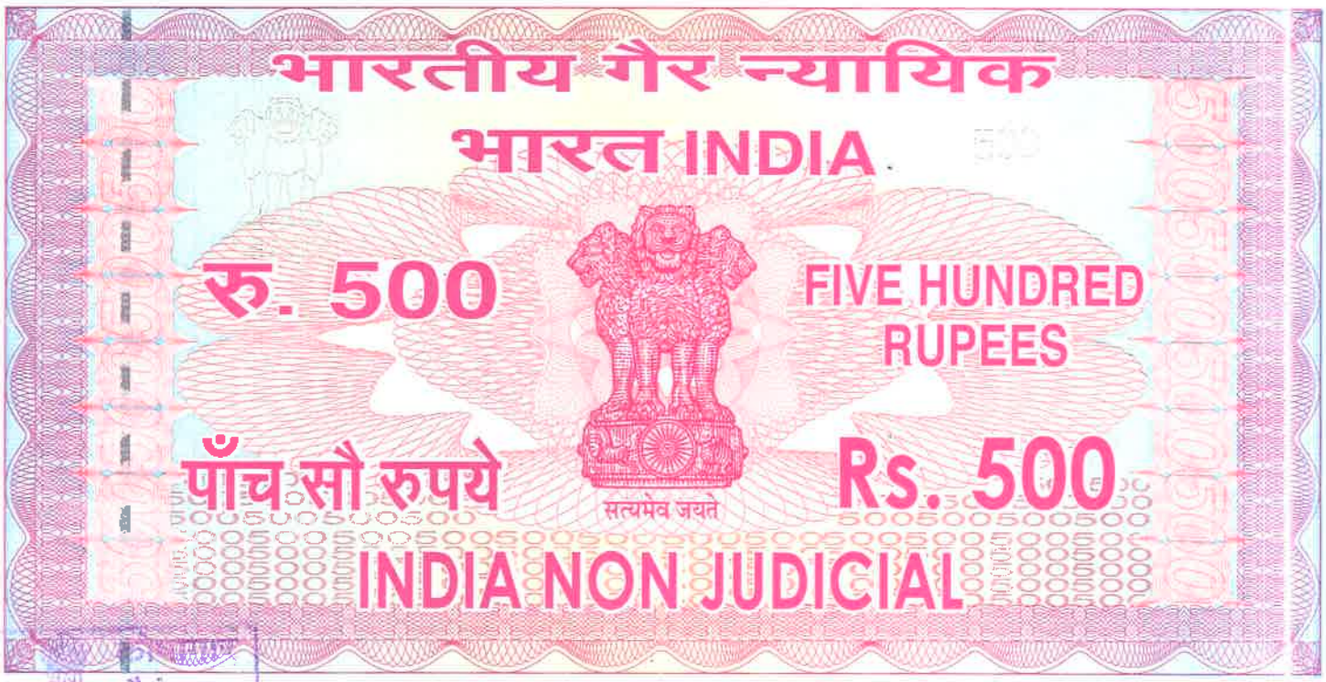
Joint S R Aurangabad VI

बाजार मुल्य: रु.0 /-
मोबदला रु.1/-
भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: eChallan रक्कम: रु.100/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH006840251201819E दिनांक: 08/10/2018
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु.1580/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0810201803215 दिनांक: 08/10/2018
बँकेचे नाव व पत्ता:

Registrar No.6 ... Aurangabad.

मुळदस्त परत केला



महाराष्ट्र MAHARASHTRA ◑ 2018 ◑ AL 624289

अ.क्र. 22455 किंमत ५००/- दिनांक 04/10/2018

कोणाकरीता ... हस्ते ...

मुद्रांक विक्रेता
सतीश आर. शिनकर
उस्मानपुरा, औरंगाबाद. फोन: २३५९६४७
परवाना क्रं. 3101069

DEED OF DECLARATION

DECLARATION U/s. 2 (A) OF MAHARASHTRA APARTMENT OWNERSHIP ACT, 1972

THIS DECLARATION IS MADE TODAY ON THIS ____ DAY OF Oct 2018, AT AURANGABAD, BY:

1. M/s. S. S. ENTERPRISES
   Through its Partners

A. Sunil Mohan Bhale
Age: 46 years, Occ.: Business
R/o. 5-4-53, SBH Colony,
Osmanpura, Aurangabad
PAN NO. ABMPB5607P

B. Sanjay Dattatrya Pathe
Age: 45 years, Occ.: Business
R/o. Bungalow No. 2 , Apex Parijat
Shanoorwadi, Aurangabad
PAN NO. ACCPP9617Q

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31 OCT 03 2018

2. Narasinh Lakshmanrav Kulkarni
   Age: 57 years, Occ.: Business
   Address: H no. 126, Jai Vishwabharti Colony,
   Garkheda Aurangabad
   PAN NO. BHKPK1366F

(Hereinafter referred to as **"OWNERS/ GRANTOR"** (which expression shall, unless it be repugnant to the meaning or context thereof, include its heirs, successors, representatives, executors, administrators, assignees authorised signatory director etc.)

THE GRANTORS, WHO ARE FULLY EMPOWERED AND QUALIFIED TO EXECUTE THIS DEED, DO HEREBY STATE:

FIRST:

That the grantor are jointly owner of Property bearing Plot no. 33 to 37 (Residential), admeasuring area 976.5 Sq. mt. is owned by Grantor (Grantor no. 1 is owner of plot no. 34 to 37 and Grantor no. 2 is owner of plot no. 33) situated at Survey No. 17, Shahnoorwadi, Aurangabad, which is specifically described in SCHEDULE "A".

Description of The Property

All that piece and parcel of Property Bearing Plot no. 33 to 37 (Residential), admeasuring area 976.5 Sq. mt. situated at Survey No. 17, Shahnoorwadi, Aurangabad. Which is bounded as below

East : shinde orchid

West :7.50 mtr wide road

South: plot no.38,

North: 7.50 mtr wide road

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This is more particularly delineated in the plans annexed hereto.

(Hereinafter above property is referred to as "SAID PLOT").

SECOND:

WHEREAS, the said Property bearing Plot no. 33 to 37 (Residential), admeasuring area 976.5 Sq. mt. is owned by Grantor jointly situated at Survey No. 17, Shahnoorwadi, Aurangabad and the same being purchased by the said Grantor by way of registered sale deed registered at the sub registrar office Aurangabad. That the previous owner of the owner have obtained the non agriculture permission and the sanctioned lay out permission of the said plot from the competent authority.

WHEREAS, the said Property Plot no. 34 to 37 (Residential), total admeasuring area 976.5 Sq. mt. is owned by Grantors herein situated at Survey No. 17, Shahnoorwadi, Aurangabad and as such they have amalgamated the said plot no. 33 to 37 from the Additional Director of Town Planning, AMC, Aurangabad by order dated 04/10/2017.

WHEREAS, the said Property bearing Plot no. 34 to 37 (Residential), total admeasuring area 976.5 Sq. mt. is owned by Grantor herein situated at Survey No. 17, Shahnoorwadi, Aurangabad and as such they have obtained the joint construction permission of the said plot no. 33 to 37 from the Commissioner, AMC, Aurangabad by order no.664/2017-18 dated 06/10/2017.

That, the Residential building to be constructed on the above said property shall be known as "**APEX PARIJAT PHASE III**" consisting of Parking Floor + First Floor + Second Floor + Third Floor and Fourth Floor having total Built up area of 1072.50 **Sq. Mtrs** on the plot admeasuring **976.5 Sq. Mtrs.** forming part of **Plot No. 33 to 37**, situated Survey No. 17, **Shahnoorwadi, Aurangabad**. The specific area and boundaries of each floor is shown in **Schedule "A".**

The postal address of the Residential complex is as under:

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APEX PARIJAT PHASE III , Plot No. 33 to 37,Gadiya vihar road, situated Survey No. 17, Shahnoorwadi, Aurangabad.

THIRD:

In pursuance to the said sanction plan the Developer has commenced the constructions of the said building consisting 14 **Flats and 3 Bungalows.** Each unit is capable of having individual utilization on account of having their own exit to a common area and common facility of the building. This Residential units will be sold to one or more purchaser/s, & each owner/purchaser of the apartment will obtain a particular and exclusive property-right thereto and each apartment holder will constitute a heritable and transferable, immovable properties within the meaning of any law for the time being in force in the state (hereinafter referred to as "unit"), 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 referred to as "General and/or restricted common areas and facilities", all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970.

FOURTH:

That the aforesaid building having a total building area of 1072.50 **Sq.Mtrs;**

FIFTH:

That this condominium shall be known as the **APEX PARIJAT PHASE III** condominium and that the units and common areas and facilities of the said building will be as follows:-

1. FLATS AND BUNGALOWS :- There are 14 Flats and 3 Bungalows in the said **APEX PARIJAT PHASE III** Condominium, the area calculation as per MAHA RERA and the details of which are as under :-

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That as mentioned in the above table the Flat No. A-204 and A-306 is been allotted to the share of the Grantor no. 2 further the Grantor will execute all document in respect of the said APEX PARIJAT PHASE III _____ jointly and the rest of the constructed area

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belongs to the Grantor No. 1. That the Grantor no.2 has no objection for the same.

a) The parcel of land described in paragraph first of this deed subject to what is provided hereunder.

b) The parking facilities in the parking Floor of the Building and this will be used as a allotted parking to the individual Flat owner.

c) The total built up common area for the **APEX PARIJAT PHASE III** building combining together stairway, lobby/ corridor which gives access to Flats and to the stairway is **90.00 sq. Mtrs;** from the all the floor and terrace.

d) Electric wiring network throughout the building.

e) Plumbing network throughout the building.

f) Common electric meter for common utility.

g) Compound wall.

h) Water pipe line and drainage line.

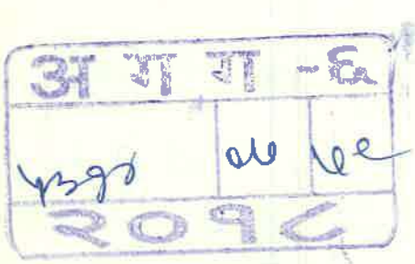
i) Common light.

j) All horizontal & vertical water pipe lines and drainage pipe lines.

SIXTH:-

That in future if the TDR, FSI, or Premium paid area is granted by the corporation/CIDCO or found to be available due to any provisions of law, then the additional construction will be used on the existing structure of the building by the grantor no 1 alone or can transfer the said T.D.R; F.S.I; or Premium paid area to another building/apartment or can sell the said T.D.R.,F.S.I. to the respective Flat owners if interested to purchase Provided that the purchaser of the new construction will have to be the member of the association and will have to pay regular subscription of the association and accordingly will have right in the common areas and facilities. The grantor no. 2 will have no right over the said sanctioned or granted T.D.R; F.S.I. or premium paid area.

SEVENTH:-





That the administration of the building and parcel of land described in paragraphs First and Fifth of this Deed shall be in accordance with the provisions of this Deed and the provisions of the bye-laws which are made part of this Deed and are attached hereto as **Exhibit"A".**

EIGHTH:-

That as appears above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act, 1970. The Flats in **APEX PARIJAT PHASE III** shall be used for Residential purpose. That the Residential Flats of the First floor , second Floor, Third Floor and Fourth Floor are capable of be conveyed and registered as individual properties capable of independent use, on account of each having its own exit to the common area and facilities of the building, each Flat owner is having an exclusive and particular right, title and interest over the respective unit and in addition the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities. the bungalows have there own identity.

NINETH:-

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, Even though such interest is not expressly mentioned or described in the conveyance or other instrument. The general and/or restricted common areas and facilities shall not be changed except with the unanimous consent of members of the association by the apartment owners expressed with amendment to this deed duly registered.

TENTH:-

That so long as the GRANTORS owns one or more apartment, the GRANTORS shall be subject to provisions of this Deed covenants to take no action which will adversely affect the right of the Association of the Apartment/Flats owners with respect to assurance against latent defects in the building or other rights assigned to the Association by reason of establishment of **APEX PARIJAT PHASE III** Condominium.

ELEVENTH:-

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That each Flat owners shall comply with the provisions of this deed, bye-laws, decisions and resolution of the association of the **APEX PARIJAT PHASE III** or its representative and failure to comply with such provisions, decisions or resolutions shall be ground for action to recover the sums due, for damages or for injunctive relief/s.

Flat owner shall not change any external features of the structure by providing any grills / temporary / permanent structure without the permission of developer / association of apartment owners. For any temporary fabricated structure or grills the design will be provided by the association in consultation with the developer to keep the beauty of the buildings in fact the unit owners should be bound to get it executed in good workmanship manner.

Apartment / Flat owners are not allowed to add any structure by consuming any extra FSI. In case they want to use the same, they will have to purchase it from the developer and it can be used only after obtaining permission from Corporation / CIDCO through the developer only.

The grantor shall be entitled and free to revise the building plans at their discretion. The Purchasers shall not be entitled to object it on any ground. However the grantors shall bear all the expenses for submitting and getting the revised Building Plans approved from Corporation/ CIDCO.

That Grantor shall be at liberty to amend this deed of Declaration as and when required at any time till all units in **APEX PARIJAT PHASE III** Building are sold and transferred to the prospective purchaser's. No purchaser will be entitled to object for such amended declaration and it will be binding on all the purchasers irrespective of their date of purchase.

TWELVETH:-

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 or any of the provisions herein amended unless all of the association members takes the decision in the meeting with duly registered amended deed.

THIRTEENTH:-





That no apartment owners will be 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 unit.

FOURTEENTH:-

That all present or future owners, tenants, future tenants or any other person, that might use the facilities, or common facilities of the buildings in any manner are subject to the provisions of this deed and that the mere acquisition or rental of any of the apartment/Flat of the building or the mere act of occupancy of any of the said apartment/Flat shall signify that the provisions of this deed are accepted and ratified.

FIFTEENTH:-

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.

SIXTEENTH:-

That where a flat is sold by a mortgage in exercise of his powers of sale under an English mortgage or a court in execution of a decree in a suit brought by a mortgagee against the owner of such Flat then neither the mortgagee nor the purchaser who derives title to the Flat / apartment at such sell, or his successors or assigns shall be liable, for assessments of 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 owners from filing and claiming charge for such assessments and enforcing same as provided by laws, and that such charge shall be subordinate to such mortgage.

SEVENTEENTH:-

That in a voluntary conveyance of a Flat the grantee of the Flat shall be jointly and severally liable with the grantors for all unpaid assessments by the **APEX PARIJAT PHASE III** Association of Apartment owners against the letter for his share of the common expenses up to the time of the grant or

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conveyance without prejudice to the grantee's rights to recover from the grantors the amounts paid by the grantee 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 Flat conveyed be subject to a charge for, any unpaid assessments made by the association of the Apartment against the grantors in excess of the amount, therein set forth.

EIGHTEENTH:-

The Condominium consisting as above will be peace and parcel of the land described in Para 1 of this deed & shall be in accordance with provisions of this deed and with the provisions of bye-laws which are part of this deed. All the Flat Owners will pay the amount towards the Common expenditure will include: Security charges, water charges, common meter light consumption, Lift charges/maintenance, N.A. Tax, External maintenance of the building, housekeeping and maintenance etc. In case, the grantor no.2 putting on additional construction using the balcony FSI and TDR, available for the said property, then Grantor No.2 will have 100% share.

NINETEENTH:-

That the apartment /Flats owners will be liable to pay the share of Municipal taxes directly of the individual Flats / Bungalows , charges on the common areas and common facilities, and electricity consumed for common water charges, common maintenance of the apartment etc.

TWENTYEETH:-

Provided that this Declaration shall always be subject to the following conditions:-

A) The grantor shall be always entitled to construct additional floors consisting of the commercial units/flats etc; and is also entitled to consume the balance T.D.R. or F.S.I. as shall be available to the said land and other part thereof. The Grantor shall always be entitled to claim and utilize all such further additional T.D.R or F.S.I for constructions as shall be granted for the said land and no apartment

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owner shall be entitled to claim any right in any part of the T.D.R., F.S.I. or Premium paid area if any.

B) Grantor shall only be entitled to and effect construction on the upper floor i.e. on the terrace and for the same shall be entitled to consume the balance F.S.I. or the additional F.S.I., on the said terrace.

IN WITNESS WHEREOF the parties hereto have put their respective hands on this Deed of Declaration the day and date mentioned hereinabove

Seal of the Sub-Registrar No.6 Aurangabad.

SIGNED, SEALED & DELIVERED BY:

OWNERS/ GRANTOR NO. 01		
M/s. S. S. ENTERPRISES Through its Partners Sunil Mohan Bhale		
M/s. S. S. ENTERPRISES Through its Partners Sanjay Dattatrya Pathe		
Narasinh Lakshmanrav Kulkarni		

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WITNESSES :			
1.Abhay Kishor Kulkarni Age: 30, Occ: Service Add:Shivajinagar, Aurangabad	(Signature)	(Thumb Impression)	
2.Rohit Vasantrao Nalawade Age: 34, Occ: Business Add: Kokanwadi, Aurangabad	(Signature)	(Thumb Impression)	

BY-LAWS OF APEX PARIJAT PHASE III CONDOMINIUM.

CHAPTER-1

[1] SHORT TITLE AND APPLICATION:-

i) These By-laws may be called the byelaws of the **"_APEX PARIJAT PHASE III "** Apartment Association Condominium.

ii) The provisions of these byelaws apply to the **"_APEX PARIJAT PHASE III "** Apartment Association Condominium.

All present or future owners, tenants, future 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 byelaws.

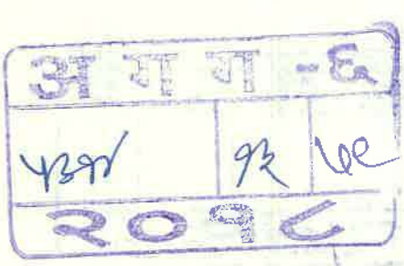
The mere acquisitions or rental or taking or license of any of the Apartment/Flat (hereinafter referred to as Apartment) of the building or mere act of occupancy of any of the said ratified, and will be complied with.

[2] 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 owners constituted by such owners for the purpose of **"APEX PARIJAT PHASE III "** Apartment Condominium.





c) "Board" means Board of Managers consisting of 3 persons, all of whom shall be owners of apartment in **"_APEX PARIJAT PHASE III "** Apartment condominium.

d) "Building" means the buildings located at Plot no. 33 to 37 (Residential), admeasuring area 976.5.00 Sq. mt. jointly owned by owners situated at Survey no. 17, Shahanoorwadi, Aurangabad, and known as **"APEX PARIJAT PHASE III "** apartment Condominium and includes the land forming part thereof.

e) "Declaration" means the Declaration, which the sole owner of the building or all the owners of 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) "Owner" means the person owning Flats/Apt. of **"_APEX PARIJAT PHASE III "**, Apartment condominium.

h) "Section" means a section of the Act.
i) "Unit" means a family unit in **"APEX PARIJAT PHASE III "**, Apartment
j) "Registrar" means the Registrar of Co-Operative Societies.

[2] Words and expressions used in these byelaws but not defined therein shall have the measuring respectively assigned to them in the Act.

[3] APARTMENT OWNERSHIP:-

The Building is located on Plot no. 33 to 37 (Residential), admeasuring area 976.5.00 Sq. mt. jointly owned by owners situated at Survey no. 17, Shahanoorwadi, Aurangabad

[4] OBJECT OF ASSOCIATION:-

(1) The Objects of the Association shall be:-

(a) To be and to act the Association of Apartment owners of the building called **"APEX PARIJAT PHASE III "** Apartment (hereinafter called as "the said building"), who have filed their respective Declaration submitting their apartments to the provisions of the Act.

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(b) To invest or deposit moneys.

(c) To provide for common maintenance, repair and replacement of the common areas and facilities by contributions from the apartment owners, and if necessary, by raising loans for that purpose.

(d) To retain and license 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 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 Apartment owners, any short term loans to any apartment owners in case of any emergent necessity, and to provide for the repayment thereof in lump sum or in instalment;

(g) To establish and carry on, on its own account or jointly with individuals or institutions: educational, physics, social and receptive activities for the benefit of the apartment owners;

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

(i) To do all things necessary or an otherwise provided for the attainment 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.

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[5] MEMBERS OF ASSOCIATION:-

(1) All persons who have purchased apartment/Flat in **"_APEX PARIJAT PHASE III ",** Apartment condominium and executed respective Declaration under section 5 submitting their 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.250/- each. Each apartment owner shall receive a copy of the byelaws on payment of one rupee.

(2) Upon any apartment owners 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 250/- rupee. The shares held by an apartment owner shall be transferred to the name of subsequent 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 owners maintained by the Secretary for the purpose of administration of the **"APEX PARIJAT PHASE III "** Apartment Condominium as apartment owner or joint apartment owners. Where any legatee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.

[6] JOINT APARTMENT OWNERS:-

Where an apartment has been purchased by two or more persons jointly, they shall be jointly entitled to the apartment and shares of the association shall be issued in their joint names, but the person 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 owners holding the share jointly).

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[8] DISQUALIFICATION:-

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 apartment 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 CAST IN PERSON:- Votes shall be cast in person.

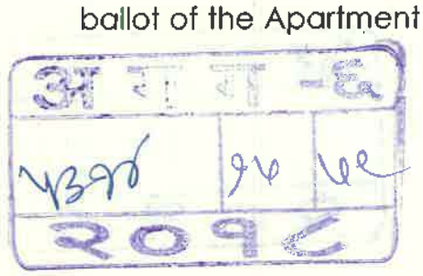
CHAPTER- III

ADMINISTRATION

[12] POWERS AND DUTIES OF ASSOCIATION:- The Association will have the responsibility of administering and maintaining the **"APEX PARIJAT PHASE III "** Apartment condominium, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the condominium in an efficient manner. Expert as otherwise provided, resolutions of the Association shall require approval by a majority of owners, casting votes in persons.

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

[14] ANNUAL MEETINGS:- The First annual meeting of the association shall be held on the day and date agreed between the members. Therefore, the annual meeting of the Association shall be held on the 1st of January of each succeeding year. At such meetings there shall be election by ballot of the Apartment owners a Board of Managers in accordance with





the requirements of by law 23. The owners may also transact such other business of the Association as may properly come before them at the time of meeting.

[15] SPECIAL MEETINGS:- It Shall be the duty of president to call a special meeting of the apartment owners as directed by a resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the Secretary, 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 apartment owners, 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 these byelaws 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 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 two shall form quorum.

[18] ORDER OF BUSINESS:- The order of business at all meeting of the owners of units shall be as follows:

a. Roll Call.

b. Proof of notice of meeting or waiver of notice. c. Reading of minutes of preceding meeting.

c. Report of Officers.

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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

[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, **"_APEX PARIJAT PHASE III "** Apartment Condominium and the common areas and facilities and the restricted common area and facilities.

b) Collection of monthly assessment from the owners.

c) Designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the **"APEX PARIJAT PHASE III "** Apartment Condominium, the common areas and facilities and the restricted common areas and facilities.

d) To provide for the manner in which the audit and 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.

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g) To see that cashbook 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.

[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 at two years, and the term of office of one Manager shall be fixed at 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 terms 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 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 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

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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, 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 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.

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[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 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 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 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.

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[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.

[33] 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.

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CHAPTER- VI

Obligations of the Apartment Owners:

[39] ASSESSMENTS: All owners are obliged to pay monthly assessments imposed by the Association to meet all the expenses relating to the **"APEX PARIJAT PHASE III"** Apartment Condominium which may include an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, and earthquake or other hazard or calamity. The assessments shall be made prorate 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] MAINTENANCE AND REPAIRS:-

(1) Every Owner must perform promptly, all maintenance and repair work within his own shop which if omitted would affect the **"APEX PARIJAT PHASE III "** Apartment Condominium in entirely or in a pert 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 and all other accessories

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belonging to the unit area shall be at the expense of the 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 APARTMENT/Flats INTERNAL CHANGES:-

(1) All Flats shall be utilized for Residential purpose only.

(2) An owners shall not make any structural modifications or alterations in Apartment 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 & restricted Common Area Facilities:-

(1) An owners shall not place or cause to be placed or cause to be placed in the lobbies, frostbites, stairways, elevators and other areas, of **"APEX PARIJAT PHASE III "** 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 originating 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 right of entry shall be immediate.

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[44] RULES OF CONDUCT:-

(1) No owner of **"APEX PARIJAT PHASE III "** Apartment 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 **"APEX PARIJAT PHASE III "** Apartment Condominium.

(4) It is prohibited to dust rugs, etc. from windows or clean rugs, etc. by beating on the exterior part of the **"APEX PARIJAT PHASE III "** 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 or lessee shall install wiring for electrical or telephone installation, television antenna machines of air conditioning apartment, etc on the exterior of the **"APEX PARIJAT PHASE III "** Apartment 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 owners:

(c) From Common profits which shall form the nucleus of the reserve fund.

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(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:-

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 there be any Federation of apartment owners in the locality in which the **"APEX PARIJAT PHASE III "** 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. 500/- for petty expenses. All payments above Rs.500/- 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 profit

s from common areas cnd contributions towards common expenses, and his share of assessment and other dues, if any in respect of his apartments.

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(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:

(4) Audited financial statement shall be open to the inspection of any member of the Association during office hours and in the office of 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 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 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, unvoiced or not n 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.

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CHAPTER- VIII

[52] NOTICE TO ASSOCIATION:- An Owner who mortgages his shop, 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 mortgage, and the Association shall maintain such information in a book entitles "Mortgages of shop/s"

[53] NOTICE OF UNPAID ASSESSMENTS:- The Association shall on request of a mortgage of a shop report any unpaid assessments due from the owner of such shop.

CHAPTER -IX

COMPLIANCE

[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 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 owners representing at least 75%, of the total value of all apartment/shops in the **"APEX PARIJAT PHASE III "** Apartment Condominium as shown in the declaration.

HENCE THIS DEED OF DECLARATION OF **"_APEX PARIJAT PHASE III "** CONDOMINIUM".

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AREA STATEMENT

TWIN BUNGALOW AREA

SR.NO.	ROW BUNGALOW NO.	TOTAL NET B/UP	BALCONY & box	Carpet Area In Sqmt	Floor
1	ROW BUNGALOW - 1	54.35	3.87	56.64	Ground Fl.
		36.65	4.54	44.49	First Fl.
				11.24	
		91.00	**8.41**	**112.37**	
2	ROW BUNGALOW - 2	54.35	3.87	56.64	Ground Fl.
		36.65	4.54	44.49	First Fl.
				11.24	
		91.00	**8.41**	**112.37**	
3	ROW BUNGALOW - 3	54.35	3.87	56.64	Ground Fl.
		36.65	4.54	44.49	First Fl.
				11.24	
		91.00	**8.41**	**112.37**	
		273.00			

APARTMENT AREA

AREA OF 'A' WING

	FLAT NO.	TOTAL NET B/UP	BALCONY	Carpet Area In Sqmt	Floor
4	Flat No. A-101	59.00	8.93	54.97	First floor
5	Flat No. A-102	58.10	7.62	54.14	First floor
6	Flat No. A-203	59.00	8.93	54.97	Second floor
7	Flat No. A-204	58.10	7.62	54.14	Second floor
8	Flat No. A-305	44.50	8.00	41.31	Third floor
9	Flat No. A-306	58.10	7.62	54.14	Third floor
10	Flat No. A-407)	60.27	7.62	54.14	Fourth floor
	AREA OF 'B' WING				
11	Flat No. B-101	59.00	8.93	54.97	First floor
12	Flat No. B-102	58.10	7.62	54.14	First floor
13	Flat No. B-203	59.00	8.93	54.97	Second floor
14	Flat No. B-204	58.10	7.62	54.14	Second floor
15	Flat No. B-305	44.77	8.00	41.31	Third floor
16	Flat No. B-306	58.10	7.62	54.14	Third floor
17	Flat No. B-407	60.27	7.62	54.14	Fourth floor
		1067.41			
	PARKING LIFT AREA	**5.09**		**sqmt**	
	TOTAL AREA	**1072.50**		**sqmt**	

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SPECIFICATIONS

Construction :Earth quake resistance RCC Framed Structure with modern design techniques and M2O concrete & FE-415 Steel

Walls :High quality masonry 150 mm thk. External & 115mm thk. Internal walls or as per design

Flooring :Vitrified flooring & skrting to entire flat color tiles dado up to lintel level in toilet color tiles dado up to lintel level above kitchen otta

Doors :Teak wood frame with decorative skin flush door shutter to main door & all, RCC/PLY frame to Bed Room & Granite frame to toilet

Windows :Three Track Alluminum windows with grill, glass & Mosquito net./ Two Track To kitchen

Kitchen otta :11'-0" ft length Kitchen otta in granite top & with SS sink

Plaster :Sandface plaster on out side, Pop/gypsum Punning inside

W.C.& Bath :European Pan (Commode) with flush cock in toilet. Mixer with shower in bath room one bib cock in each toilet & basin in each toilet.

Painting :Acrylic water proof paint from outside, Acrylic Oil bound distemper from inside with putty, Acralic paint to doors, Grills & Railings.

Plumbing :PVC pipe fitting for water supply PVC fitting for drainage

Electrical :Concealed wiring with standard 3.5 points in every

room, One power points in each Kitchen & Toilet. TV point in living & one bedroom

Water supply :Borewell/AMCA water connection, under ground & over head water tank with pumping arrangement.

Parking :Separate parking for four wheeler to every flat with Concrete Finish

Lift :Lift of Renowned manufacturer with power backup

Note: 1) Flat purchaser has to pay in advance for extra work other then specification

2) Flat Purchaser will have to pay all dues towards the cost of flat before starting of any interior work

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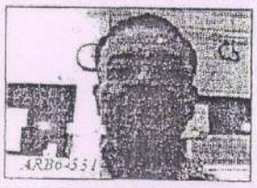
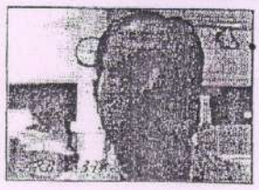
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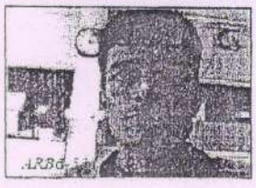
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दस्त क्रमांक :अगग6/5314/2018
दस्ताचा प्रकार :-डिक्लरेशन

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:एस.एस. एंटरप्राइजेस तर्फे भागीदार क्र. 1) श्री सुनील मोहन भाले . पत्ता:प्लॉट नं: 5/4/53, माळा नं: स्टेट बँक कॉलोनी, इमारतीचे नाव: उस्मानपुरा, ब्लॉक नं: औरंगाबाद, रोड नं: ., महाराष्ट्र, औरंगाबाद. पॅन नंबर:ADEFS6640P	लिहून देणार वय :-46 स्वाक्षरी:-		
2	नाव:भागीदार क्र 2) संजय दत्तात्रय पाठे . पत्ता:प्लॉट नं: बंगलो क्र. 2, माळा नं: अपेक्स पारिजात, इमारतीचे नाव: शाहनूरवाडी, ब्लॉक नं: औरंगाबाद, रोड नं: गादिया विहार रोड, महाराष्ट्र, औरंगाबाद. पॅन नंबर:ADEFS6640P	लिहून देणार वय :-45 स्वाक्षरी:-		
3	नाव:नरसिंह लक्ष्मनराव कुलकर्णी पत्ता:प्लॉट नं: घर क्र. 126, माळा नं: जय विश्वभारती कॉलनी, इमारतीचे नाव: गारखेडा, ब्लॉक नं: औरंगाबाद, रोड नं: ., महाराष्ट्र, औरंगाबाद. पॅन नंबर:BHKPK1366F	लिहून देणार वय :-57 स्वाक्षरी:-		

वरील दस्तऐवज करुन देणार तथाकथीत डिक्लरेशन चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
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ओळख:-
खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:रोहित वसंतराव नलावडे वय:34 पत्ता:फ्लॅट क्र. 27, प्राची अपार्टमेंट, कोकणवाडी, औरंगाबाद पिन कोड:431005		
2	नाव:अभय किशोर कुलकर्णी वय:30 पत्ता:शिवाजी नगर, गारखेडा परिसर, औरंगाबाद पिन कोड:431005		

शिक्का क्र.4 ची वेळ:08 / 10 / 2018 02 : 40 : 22 PM

Joint S R Aurangabad VI

प्रमाणित करण्यात येते की,
सदर दस्तावेजात एकुण 6e पाने आहेत,
9 ते बुकाचे 5396
नंबराचे नोंदवला दि. 08/10/2018

सह.दुय्यम निबंधक वर्ग-२
औरंगाबाद क्र.६

EPayment Details

sr.	Epayment Number	Defacement Number
1	MH006840251201819	0003822170201819
2	0810201803215	0810201803215D

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5314 /2018

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