

भारतीय गैर न्यायिक
भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

कोषागार
MAHARASHTRA
औरंगाबाद

2021

2022

अ.क्र. 47162 दिनांक

8 MAR 2022

कैमत

श्री. वाय. डी. राठोड
मुद्रांक परवाना क्रमांक
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औरंगाबाद

ख लिपिक
औरंगाबाद.

हस्ते अनारि पांडुरंग डवणे
कोषाकरिता महालक्ष्मी विल्ड

Articles of Incorporation of
Mahalaxmi Alankar-2 Association.

(A NON-PROFIT CORPORATION)

This Mahalaxmi Alankar-2 Association is executed today on 8th day of MARCH, 2022, At Aurangabad by:

BETWEEN

1. Chairmān Mr. RAKESH MADHUKARRAO JOSHI OF Mahalaxmi Alankar-2 Association

(Hereinafter received to as 'Chairman of Mahalaxmi Alankar-2 of Association', which expression shall mean and include his successors, legal representatives and assignees in interest)

U.S. Joshi

SE50840

Padar

Devakijoshi

Abhishek

Shri. V. D. Rathod

By

LTD.

OR

CHANDAK NAGARGOJE

2. Vice-Chairman Mr. SANJAY EKNATHBUWA JOSHI OF Mahalaxmi Alankar-2 Association

(Hereinafter received to as 'Vice-Chairman of Mahalaxmi Alankar-2 of Association', which expression shall mean and include his successors, legal representatives and assignees in interest)

AND

3. Secretary Mr. SANDEEP TRIMBAK JADHAV OF Mahalaxmi Alankar-2 Association

(Hereinafter received to as 'Secretary of Mahalaxmi Alankar-2 of Association', which expression shall mean and include his successors, legal representatives and assignees in interest)

AND

4. Members of Association OF Mahalaxmi Alankar-2 Association :-

MAHALAXMI ALANKAR-2

Flat No.	Flat Owner
01	MR. SANJAY EKNATHBUWA JOSHI
02	MR. RAKESH MADHUKARRAO JOSHI AND Mrs. DEVAKI RAKESH JOSHI
03	Mrs. URMILA SANJAYRAO JOSHI
04	Mr. RAGHUTTAM GOVINDRAO PANDE AND Mrs. ANJALI RAGHUTTAM PANDE
05	CHANDAK NAGARGOJE SUPERSPECIALITY HOSPITAL PVT. LTD.
06	Mr. DEEPAK BHAUSAHEB THORWE AND Mrs. SHALINI DEEPAK THORWE
07	CHANDAK NAGARGOJE SUPERSPECIALITY HOSPITAL PVT. LTD.
08	CHANDAK NAGARGOJE SUPERSPECIALITY HOSPITAL PVT.



	LTD.
	CHANDAK NAGARGOJE SUPERSPECIALITY HOSPITAL PVT. LTD.
10	Mr. SANDEEP TRIMBAK JADHAV AND Mrs. ANJALI SANDEEP JADHAV
11	CHANDAK NAGARGOJE SUPERSPECIALITY HOSPITAL PVT. LTD.
12	
13	Mr. AWADHUT BHALCHANDRARAO VAIDYA
14	
15	Mr. SATYAJIT BABASAHEB PADUL
16	Mr. Valant Madhukar Mahajan Mrs. Kavita Valant Mahajan.



(Hereinafter received to as 'Member of Mahalaxmi Alankar-2 of Association', which expression shall mean and include his successors, legal representatives and assignees in interest)

ALL AGED Major & R/o Mahalaxmi Alankar-2, Plot No. 17 area admg. 270.00 Sq.Mtr. and Plot No. 18 area admg. 260.00 Sq.Mtr. (total area admg. 530.00 sq.mtr.) part of forming part of Sy. No. 3 and 4 and now Gut No. 3/Part Mustafabad, Aurangabad

HISTORY OF THE PROJECT

That, Chandak Nagargoje Superspeciality Hospital Pvt. Ltd; is the owner and possessor of Plot No. 17 area admg. 270.00 Sq.Mtr. and Plot No. 18 area admg. 260.00 Sq.Mtr. (total area admg. 530.00 sq.mtr.) part of forming part of Sy. No. 3 and 4 and now Gut No. 3/Part Mustafabad, Aurangabad, vide Registered Sale Deed bearing No. 1462 dated 22.03.2019, which is from the approved layout of Town Planning Aurangabad and the Collector Aurangabad vide is Order bearing No. 7/2007 dated 10.04.2007 has converted the said property for non-agricultural use.

Chandak Nagargoje Superspeciality Hospital Pvt. Ltd; vide Registered Deed of Transfer of Development Right bearing No. 1820 dated 12.03.2020 has already purchased TDR to the extent of 58.61 sq. meters from its previous owner Mr. Raju Pirchand Warghat.

That, the Assistant Director Town Planning, Municipal Corporation, Aurangabad vide his Letter bearing No. 1762 dated 07.10.2020 has amalgamate the Plot No. 17 area admg. 270.00 Sq.Mtr. and Plot No. 18

area admg. 260.00 Sq.Mtr. (total area admg. 530.00 sq.mtr.) part of forming part of Sy. No. 3 and 4 and now Gut No. 3 Mustafabad, Aurangabad. Tq. And Dist. Aurangabad in to one plot

That the Aurangabad Municipal Corporation, vide its Commencement Certificate bearing Permission No. 114/2020-21 and File No. 01/17/2020-21 dated 02.11.2020, has granted permission for construction of flatted building on the said property.

That, the Owner Chandak Nagargoje Superspeciality Hospital Pvt. Ltd has entered in to the registered Development Agreement bearing No. 4191 dated 16.06.2020, with M/s. Mahlaxmi Builders for the development of the property referred under the schedule and has also executed registered Power of Attorney bearing No. 4192 dated 16.06.2020 in support of the development agreement.

In terms of the development agreement the land owner`s have 37.5% share in the developed property and the Developer`s have 62.5% share in the developed property.

In terms of the development agreement, the owner and developer have distributed their respective share in the constructed units and the Flat No 5,6,7,8,9 and 11 allotted to the share of land Owner i.e. Chandak Nagargoje Superspeciality Hospital Pvt. Ltd and Flat No. 1,2,3,4,10,12,13,14,15 and 16 allotted to the share of Developer i.e. M/s. Mahalaxmi Builders.

The Owner and Developer shall be at liberty to sell their respective share in Flats to any of the prospective owner, as they may think fit, to the extent of their respective share in the project `Mahalaxmi Alankar-2`. Further The Developer has every right receive and retain the total consideration amount, out of sale of the flats/units, to the prospective owners, to the extent of his share referred above.

That, the owner and Developer has executed Registered Deed of Declaration bearing No. 7528 dated 19.12.2020 with respect to the project `Mahalaxmi Alankar-2` and thereby submitted the said project to the provisions of the Maharashtra Apartment Ownership Act, 1970.

After completion of the construction work as per the approved map of construction, the Aurangabad Municipal Corporation has issued the Completion Certificate bearing No. 413/17/2021-22 dated 15/02/2022 with respect to the project `Mahalaxmi Alankar-2`.

AND WHEREAS the `project `Mahalaxmi Alankar-2` vide RERA Registration Certificate bearing NO. P51500027343 dated 04/12/2020 is already registered with Maha RERA Authority, Mumbai.

MEMORANDUM OF APARTMENT OWNERS "MAHALAXMI ALANKAR-2" ASSOCIATION

1. Name : Mahalaxmi Alankar-2
2. Address : as "Mahalaxmi Alankar-2" Plot No. 17 and Plot No. 18 total area admg. 530.00 Sq.Mtr. forming part of Sy. No. 3 and 4 and now Gut No. 3 Mustafabad, Aurangabad.
3. Registered Office : The Registered Office shall function at the aforesaid address
4. Jurisdiction : The Jurisdiction of the Association shall be Aurangabad, Maharashtra State.

* Registration : This association will be registered and would function Under the provisions of the Maharashtra Apartment Ownership Act

6. Official Year : Official Year shall be the financial year, starting on 1st of April and ending on 31st March of succeeding year.

7. DEFINITIONS a) "APARTMENT". Unless repugnant to the context means any one of the independent self contained premises in a multistoried building complex with common amenities intended for any type of independent use, with a direct exit to a public street, road or highway or to a common area leading to such street, road or highway.

b) "APARTMENT-OWNER" means the person or persons owning an APARTMENT as defined above

c) ' The Association" means "Mahalaxmi Alankar-2" APARTMENT OWNERS ASSOCIATION

d) "MEMBER" or ' Active Member' means president/ secretary of an apartment/ flat owners association having membership in the Association and 'associate member means' the owner of an apartment or flat having a valid membership in the Association in accordance with the Bye-Law.

e) "BYE-LAW" means the Bye-Law of APARTMENT OWNERS APEX ASSOCIATION whether described as bye-law or the rules and regulations of the association.

8. AIMS and OBJECTS:

(i) To propagate and promote humanistic, scientific, literary and cultural values among the members of the association and to strive for the promotion of science, the diffusion of knowledge, information etc.

(ii) To empower the various apartment owners' association in Maharashtra and provide them necessary support to attain their objectives and further their interests

(iii) To act as an apex body exercising regulatory and supervisory control over the various apartment owners' association in Maharashtra.

(iv) To promote and protect the rights and interests of its members and to strengthen their cause.

(v) To be a forum for interaction and cooperation between various apartment owners' associations in Maharashtra.

(vi) To liaise with various governmental agencies to bring about necessary amendments to the Maharashtra Apartment Owners Act, to be in keeping with the interest of apartments owners and to bring about a change in its provision which requires mandatory consent of all its respective flat owners for entitling an association to be registered under the said Act.

(vii) To exercise control over its members and to provide/frame guidelines for their efficient functioning and management.

(viii) To make its members more powerful and effective and to act as an apex body to represent their demands and coerce the government for taking effective steps for the establishment of Cooperative Housing Societies in Maharashtra.

(ix) To empower its members to exercise sufficient control over their respective flat owners for maintaining the peace and harmony in the building.

(x) To endeavour to uphold the rights and interests of its members and to represent their cause before various forums for effective implementation of its various aims and objectives.

(xi) To do all such other acts, deeds and things that are incidental or conducive to the attainment of all or any of the aim or objects of the association. And it is hereby declared that in the foregoing clauses, the intention is that the objects specified, in each paragraph except where otherwise specified, be independent of the main object and shall be in no way limited or restricted by reference to or inference from the term of any other paragraph, or the name of the Association, so far as they pertain to the common benefit of the Members of the Association.

(xii) To provide guidance, technical assistance, or legal aid to the members in their endeavor for construction and completion buildings.

(xiii) To acquire by purchase, gift, lease or otherwise movable and immovable properties and to construct, repair, equip and furnish buildings and structures and lease out, exchange or sell or otherwise dispose of such assets which will be deemed necessary or convenient for any of the purposes of the society.

(xiv) To organize and conduct any meetings, seminars, conferences, debates etc. for the benefit of the members and other general public.

(xv) To accept gifts, donations, raise subscriptions from the members of the society or other persons for providing income to the society, on such terms and conditions as may deem proper and necessary for the fulfilment of the aims and objects of the society.

(xvi) To enter into any agreement or arrangement with any other organization, society, trust or association having objects similar to those of the institute and join any such organization, society, trust or association and to get affiliated or grant affiliation to any such organization, society, trust or association having similar objects.

(xvii) To open accounts in any bank or banks and to borrow from banks or other financial institutions or individuals amounts necessary for carrying out the objects of the society.

(xviii) To seek legal remedy on any problem of general nature faced by any or all members or general public in the interest of justice.

(xix) To do all other acts necessary for the benefit of the members and public as decided by the society from time to time.

9. MANAGEMENT The management and control of the association/ society shall vest in the executive committee and the office bearers elected by the General body and they shall act as per the rules and regulations/ byelaw of the association.

10. MEMBERSHIP Membership is open to every association of Apartment/ Flat Owners Association and also to persons owning an apartment/ flat in Maharashtra provided the fees prescribed in this regard is paid and the association or person has not been disqualified from becoming or continuing as a member under the bye-law or has any legal impediment in becoming/continuing as a member

DISSOLUTION When the society is dissolved either by a resolution to the said effect or otherwise under the provisions of the Act, the surplus assets remaining after the satisfaction of the debts and liabilities of the society may be given to some other Society which has similar objects or in the absence of such a society having similar objects, to any other organization having similar object or to the State Government. The names, addresses and designation of the present members of the Management/Executive Committee are subscribed hereunder.

Flat No.	Flat Owner	DESIGNATION IN THE SOCIETY
01	MR. SANJAY EKNATHBUWA JOSHI	Vice-Chairman
02	MR. RAKESH MADHUKARRAO JOSHI AND Mrs. DEVAKI RAKESH JOSHI	Chairman and Member
03	Mrs. URMILA SANJAYRAO JOSHI	MEMBER
04	Mr. RAGHUTTAM GOVINDRAO PANDE AND Mrs. ANJALI RAGHUTTAM PANDE	MEMBER
05	CHANDAK NAGARGOJE SUPERSPECIALITY HOSPITAL PVT. LTD.	MEMBER
06	Mr. DEEPAK BHAUSAHEB THORWE AND Mrs. SHALINI DEEPAK THORWE	MEMBER
07	CHANDAK NAGARGOJE SUPERSPECIALITY HOSPITAL PVT. LTD.	MEMBER
08	CHANDAK NAGARGOJE SUPERSPECIALITY HOSPITAL PVT. LTD.	MEMBER
09	CHANDAK NAGARGOJE SUPERSPECIALITY HOSPITAL PVT. LTD.	MEMBER
10	Mr. SANDEEP TRIMBAK JADHAV AND Mrs. ANJALI SANDEEP JADHAV	Secretary and Member
11	CHANDAK NAGARGOJE SUPERSPECIALITY HOSPITAL PVT. LTD.	MEMBER
12		MEMBER
13	Mr. AWADHUT BHALCHANDRARAO VAIDYA	MEMBER
14		MEMBER
15		MEMBER
16		MEMBER



We the undersigned are desirous of forming a Society by name All "Mahalaxmi Alankar-2" APARTMENT OWNERS ASSOCIATION, in pursuance of this memorandum of association and the rules and regulations framed for its functioning and to register the same under the Income Tax Act.

BYELAWS OF Mahalaxmi Alankar-2 CONDOMINIUM.

CHAPTER-I

I. SHORT TITLE AND APPLICATION:

i) These Bye-laws may be called the byelaws of the Mahalaxmi Alankar-2, Apartment Condominium.

ii) The provisions of these byelaws apply to the Mahalaxmi Alankar-2, Apartment 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 bye laws.

The mere acquisitions or rental or taking or licence of any of the family units/flats (hereinafter referred to as Units/flats) of the building or mere act of occupancy of any of the said ratified, and will be complied with.

II. DEFINITIONS:

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

a) "Act" means the Maharashtra Apartment Ownership Act 1970.

b) "Association" means the Association of all the Apartment owners constituted by such owners for the purpose of Mahalaxmi Alankar-2, Apartment Condominium.

c) "Board" means Board of Managers consisting of 3 persons, all of whom shall be owners of apartment in Mahalaxmi Alankar-2, Apartment condominium.

d) "Building" means the building located at Residential building on Plot No. 17 and 18 admeasuring 530 Sqm. part of forming part of Sy. No. 3 and 4 and now Gut No. 3 of Mustafabad Tq. & Dist. Aurangabad and known as Mahalaxmi Alankar-2, 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 those owners holding 51 percent of the votes in accordance with the percentages assigned in Declaration.

g) "Owner" or "Apartment Owner" means the person owning an Apartment in Mahalaxmi Alankar-2, Apartment condominium.

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

i) "Unit" means a family unit in Mahalaxmi Alankar-2, Apartment Condominium.

j) "Registrar" means the Registrar of Co-Operative Societies.

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

[3] APARTMENT OWNERSHIP:

The Building is located at Residential building on Plot No. 17 and 18 admeasuring 530 Sqm. part of forming part of Sy. No. 3 and 4 and now Gut No. 3 of Mustafabad Tq. & Dist. Aurangabad known as Mahalaxmi Alankar-2 Apartment Condominium is submitted to the provisions of the Act.

[4] OBJECT OF ASSOCIATION:

(1) The Objects of the Association shall be...

a) to be and to act the Association of Apartment owners of the building called Mahalaxmi Alankar-2, Apartment (hereinafter called as "the said building"), who have filed their respective Declaration submitting their apartments to the provisions of the Act.

b) to invest or deposit moneys.

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

d) to retain and licence if possible, suitable portions of common areas to outsiders for Residential 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 installment;

g) to establish and carry on, on its own account or jointly with individuals or institutions, educational, physica, social and recreative 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 and otherwise provided for the attain of the objects specified in these byelaws.

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

[5] MEMBERS OF ASSOCIATION:

(1) All persons who have purchased apartment / unit / Tenement in Mahalaxmi Alankar-2, Apartment Condominium and executed respective Declaration under section 2A 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.100/- 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 one rupee. The shares held by an apartment owner shall be transferred to the name of such purchaser or done on payment of one rupee to the Association.

(3) on the death of apartment owner, his apartment shall be transferred to the person or persons to whom he bequeaths the same by his will, or to the legal representatives of his estate, in case he has not made any specific bequest of the Apartment. The name of the legatee or the names of the legal representatives jointly shall be entered in the register of apartment owners maintained by the Secretary for the purpose of administration of the Mahalaxmi Alankar-2, 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 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).

[8] DISQUALIFICATION: No Apartment Owner shall be entitled to vote on the questions of the election of members of the Board or the president, Secretary Treasurer or any other office bearer or be entitled to stand for election to such office if he is in arrears if any sum due from him in respect of his contributions for common expenses, for more than sixty days on the last day of the year preceding the year in which the elections to the Board would take place.

CHAPTER II

VOTING, QUORUM AND PROXIES:

[9] VOTING: Voting shall be on a percentage basis, and the percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or units/flats 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 the Mahalaxmi Alankar-2, Apartment condominium, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the condominium in an efficient manner. Except as otherwise provided,

Resolutions of the Association shall require approval by a majority of 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 as earliest in present year At such meetings there shall be elected 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.

[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 this bye-laws shall be considered notice served. Notice of all meetings shall be mailed or sent to the Housing Commissioner, or as the case may be, the Registrar.

[17] ADJOURNED MEETING: If any meeting of 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/flats shall be as follows:

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

CHAPTER IV (Board of Managers)

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

[20] POWER AND DUTIES OF BOARD: The Board of Managers, shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by law, or by these by laws directed to be exercised and done by the owners.

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

- a) Care, unkeep and surveillance of the, Mahalaxmi Alankar-II 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 Mahalaxmi Alankar-2, 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.
- g) To see that cash book is written up promptly and is signed daily by one of the members of the Board authorized in this behalf.
- h) To hear and deal with complaints.

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

[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 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 state 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, waive notice of such meetings, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the shall be a waiver of notice by him, of the 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.

[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

case, 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 be imposed upon him Board.

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

[38] **TREASURER:** The Treasurer shall be responsible for Association funds and securities and shall also be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

CHAPTER VI

Obligations of the Apartment Owners:

[39] **ASSESSMENTS:** All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to the Mahalaxmi Alankar-2, Apartment Condominium which may include an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard or calamity. The assessments shall be made prorata according to the value of the 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 REPAIR:

(1) Every Owner must perform promptly, all maintenance and repair work within his own unit which if omitted would affect the Mahalaxmi Alankar-2, Apartment Condominium in entirety 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, power, sewage, telephones, air conditions, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the expense of the apartment owner concerned.

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

[41] USE OF FAMILY UNITS/FLATS INTERNAL CHANGES:

- (1) All Units/flats shall be utilized for Residential purpose only.
- (2) an owner shall not make any structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the President of the Board, if no Manager is employed. The Association shall have the obligation to answer within thirty days and failure to do so within the stipulated time, shall mean that there is no objection to the proposed modification, alteration or installation.

[42] Use of Common Areas and Facilities and restricted Common Area Facilities:

- (1) An owner shall not place or cause to be placed or cause to be placed in the lobbies, frostbites, stairways, elevators and other areas, of Mahalaxmi Alankar-2, Apartment Condominium and facilities of a similar nature both common and restricted any furniture, packages, or objects of any kind such areas shall be used for no other purpose than for normal transit through them.

[43] RIGHT OF ENTRY:

- (1) An Owner shall grant the right of entry to the Manager or to any other person authorized by the Board or the Association in case of an emergency originating in or threatening his 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.

[44] RULES OF CONDUCT:

- (1) No unit holder of Mahalaxmi Alankar-2, Apartment Condominium shall post any advertisement or posters of any kind in or on the building except as authorized by the Association and the Grantor.

- (2) Holder of tenements shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb others.

- (3) It is prohibited to hang garments, rugs etc. from the windows balconies or from any of the facades of the Mahalaxmi Alankar-2, Apartment Condominium.

- (4) It is prohibited to dust rugs, etc. from windows or clean rugs, etc. by beating on the exterior part of the Mahalaxmi Alankar-2, 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 units/flats, etc. on the exterior of the Mahalaxmi Alankar-2, Apartment Condominium or that

penetrate through the walls of the roof of that condominium except as authorized by the Association and the Grantor.

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.
- (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 referred 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 Mahalaxmi Alankar-2 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 an amount not exceeding Rs.100/- for petty expenses. All payments above Rs.20/- shall be made by cheque signed by the Secretary, and one member of the board.

(2) Each Apartment owner shall have pass book in which the secretary shall enter amounts paid to or received for his share, in receipts of profits from common areas and contributions towards common expenses, and his share of assessment and other dues, if any in respect of his apartments.

(3) The Association shall on or before 31st July, in each year publish an audited financial statement in respect of the common areas and facilities containing:

- (a) The profit & Loss Account;
- (b) The receipt and expenditure of the previous financial years; and
- (c) a summary of the property and assets and liabilities, of common areas and facilities of the Association giving such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arrived at.

(4) The audited financial statement shall be open to the inspection of any member of the Association during office hours and in the office of the Association and a copy thereof, shall be submitted to the competent authority not later than 15th August, every year.

(5) Every financial statement shall be accompanied by a complete list of the apartment 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, unvouched or not in accordance with law.

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

CHAPTER VIII

[52] NOTICE TO ASSOCIATION: An Owner who mortgage his units/flats, shall notify the Association through the Manager, if any or president of the board, in the event there is no Manager, the name and address of his mortgagee; and the Association shall maintain such information in a book entitles "Mortgagees of Units/flats"

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

CHAPTER IX

COMPLIANCE

[54] COMPLIANCE: These bye-laws are set forth to comply with the requirements of the Maharashtra Apartment Ownership Act 1970. In Case any of these bye-laws conflict with the provisions of the said Act, it is hereby agreed and accepted that provisions of the Act will apply.

[55] SEAL OF THE ASSOCIATION: The Association shall have a common seal which shall be in the custody of the secretary and shall be used only under the authority of a resolution of the Board and every deed of instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the board and secretary or any other person authorized by the Association in that behalf.

CHAPTER X

Amendments to Plan Apartment Ownership

[56] AMENDMENTS OF BYE-LAWS: These bye-laws may be amended by the Association in a duly constituted meeting for such purpose and no

amendment shall take effect unless approved by owners representing at least 75%, of the total value of all units/flats in the Mahalaxmi Alankar-II Apartment Condominium as shown in the declaration.

FIRST SCHEDULE

All the part and parcel of the amalgamated Plot No. 17 and Plot No. 18 total area admg. 530.00 Sq.Mtr. forming part of Sy. No. 3 and 4 and now Gut No. 3 Mustafabad, Aurangabad.

Boundaries of the Property/Land Under Development:-

East	9.00 M.W. Road
West	Open Plot
South	Dishanagari
North	7.5 M.W. Road

SIGNED BY MEMBERS OF MAHALAXMI ALANKAR-II

Flat No.	Flat Owner	Signature
01	MR. SANJAY EKNATHBUWA JOSHI	<u>SE Joshi</u>
02	MR. RAKESH MADHUKARRAO JOSHI AND Mrs. DEVAKI RAKESH JOSHI	<u>Rakesh Joshi</u> <u>Devaki Joshi</u>
03	Mrs. URMILA SANJAYRAO JOSHI	<u>U.S. Joshi</u>
04	Mr. RAGHUTTAM GOVINDRAO PANDE AND Mrs. ANJALI RAGHUTTAM PANDE	<u>R. Pande</u> <u>A. Pande</u>
05	CHANDAK NAGARGOJE SUPERSPECIALITY HOSPITAL PVT. LTD.	<u>R. N. S.</u> <u>Chanda</u> <u>S. N. S.</u>
06	Mr. DEEPAK BHAUSAHEB THORWE AND Mrs. SHALINI DEEPAK THORWE	<u>D. Thorwe</u> <u>S. Munde</u>
07	CHANDAK NAGARGOJE SUPERSPECIALITY HOSPITAL PVT. LTD.	<u>R. N. S.</u> <u>Chanda</u> <u>S. N. S.</u>
08	CHANDAK NAGARGOJE SUPERSPECIALITY HOSPITAL PVT. LTD.	<u>R. N. S.</u> <u>Chanda</u> <u>S. N. S.</u>
09	CHANDAK NAGARGOJE SUPERSPECIALITY HOSPITAL	<u>R. N. S.</u> <u>Chanda</u> <u>S. N. S.</u>

	PVT. LTD.		
10	Mr. SANDEEP TRIMBAK JADHAV AND Mrs. ANJALI SANDEEP JADHAV	<u>S. Dhadhar</u>	<u>A. Sachar</u>
11	CHANDAK NAGARGOJE SUPERSPECIALITY HOSPITAL PVT. LTD.	<u>R. S. Goh</u>	<u>Chandak</u> <u>Shubh</u>
12			
13	Mr. AWADHUT BHALCHANDRARAO VAIDYA	<u>A. Vaidya</u>	
14		<u>B. S. K.</u>	<u>C. S. K.</u>
15	Mr. SATYAJIT BABASAHEB PADUL	<u>S. Padul</u>	
16	Mr. Vasant Madhukar Mohijon Mr. Karita Vasant Mohijon	<u>M. S.</u>	<u>K. Mohijon</u>

witness

① Jnanardhan Pandurang
Jawane R/o M-4 Cideo A, Bad.

ATTESTED

Zargun 8/3/2022
ADV. ZULPHEKHAR S. BAGWAN
NOTARY, GOVT. OF INDIA
Aurangabad Dist.
Reg. No. 11132

Adv. Zulphekhari S. Bagwan
Notary, Govt. of India
Aurangabad Dist.
Reg. No. 11132

