

DEED OF DECLARATION

U/S 2(A) OF

MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970.

This Deed Declaration is executed today on 19th day of MARCH 2020, At
Aurangabad Executed by:

Mrs. Amruta Swapnil Kulkarni,

Age: 31 years Occ: Business

R/o. : Ramanand Colony, Aurangabad.

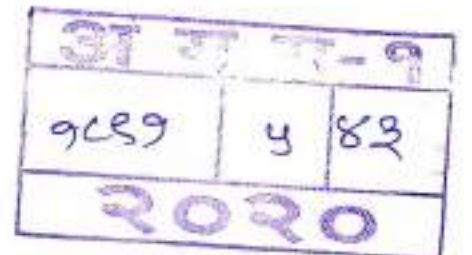
PAN – AHKPV 5948 H

Hereinafter received to as “**Land Owners/ Promoters/Developer**” (Which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors and administrators)

In the year 1998 the land admeasuring 54800 Sqm. was owned & possessed by Ghuge Darade & Company through its partners Pandharinath Namdeorao Ghuge & Amardeep Pandharinath Ghuge.

The Tahsildar, Aurangabad vide his Order bearing No. RB.DESK.II.CAA/ABD/ CR/3464/86 dated 06.01.1987 has assessed the land admeasuring 34850 sq.mtr. out of Gut No. 168 Satara, Aurangabad & regularized the non agriculture use of the said property & the office of Grampanchayat, Satara, Aurangabad has approved the Lay out plan of Gut No. 168 of Village Satara Tq. & Dist. Aurangabad, in the name of Ghuge Darade & Company through its partners Pandharinath Namdeorao Ghuge.

The property Plot No. 83 admeasuring 375 Sqm. part of Gut No. 168 of Village Satara Tq. & Dist. Aurangabad more specifically referred under the schedule was purchased by Dr. Shrikant Balkrushna Sarode from its previous owner Ghuge Darade & Company through its partners



Pandharinath Namdeorao Ghuge vide Registered Sale Deed bearing No. 3756 dated 18.12.1989.

That, Dr. Shrikant Balkrushna Sarode has executed Registered Sale Deed bearing No. 3626 dated 20.07.2019 in favour of Mrs. Amruta Swapnil Kulkarni with respect to the Plot No. 83 admeasuring 375 Sqm. part of Gut No. 168 of Village Satara Tq. & Dist. Aurangabad.

That, the Aurangabad Municipal Corporation vide its approval bearing No. DDMCB/B/2019/APL/00850 dated 07.12.2019 has granted permission for construction of flatted buildings on the said property.

AND WHEREAS, the Specific area of each Residential units/flats are given hereunder at Schedule-B. Similarly the specific location of Residential units/flats also specified in map annexed herewith.

AND WHEREAS, each floors are use capable of individual utilization on account of having their own exit to a common area and facility and of the building and the Apartment will be sold to one or more owners, each owner obtaining a particular and exclusive property-right thereto and each Apartment constituting a heritable and transferable, immovable properties within the meaning of any law for the time being in force in the case and also an undivided interest in the general and/or restricted common areas and facilities of the building as listed hereinafter in this deed, necessary for their adequate use and enjoyment and hereinafter in referred to as General and/or restricted common areas and facilities, all of the above in accordance with the Maharashtra Apartment Ownership Act 1970.

AND WHEREAS, the administration of "Mahalaxmi Saubhagya" Condominium consisting as above said building and parcel of the land described in Schedule-A of this deed shall be in accordance with provisions of this deed and which provisions of bye-laws which are made a part of this deed.



AND WHEREAS, as stated above the plan of Apartment ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartments Ownership Act.

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

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

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

AND WHEREAS, the dedication of this property to the plan of apartment ownership herein shall not be revoked or the property be removed from the plans of a apartment ownership of any provisions herein amend unless all of the members covering the units/flats unanimously to such revocation or amendment or removal of the property from the plan by duly registered instruments.

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



AND WHEREAS, all present or future owners, tenants, future tenants or any other person, that might use the facilities of the building in any manner are subject to the provisions of this deed and that the more acquisition or rental of any of the family units/flats of the building or the more act of occupancy of any of the said units/flats shall signify that the provisions of this deed are accepted and satisfied. The respective family units/flats shall not be rented or given on lease and, licence or care-taker basis by the apartment owners thereof for transient or hotel purpose, which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) any rental or if the occupants of the family unit are provided customary hotel or boarding or lodging or paying guests services other than the forging obligations, the apartment owners of the respective family units/flats shall have the absolute right to lease such unit or give it and leave and licence or care-taker basis provided that, said lease or lease and licence or care-taker basis is made subject to him covenants and restrictions contained in this declaration.

AND WHEREAS, 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.

AND WHEREAS, in a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association of Apartment owners against the letter for his share of the common expenses up to the time of the grant for conveyance without prejudice to the grantee's rights to recover from the grantee the amounts paid by the grantor therefore. However, any such grantee shall be entitled to a statement from the Manager of Board of Managers of the Association, as the case may be, setting for the amount of the unpaid assessments against the grantors due to the Association and such grantee shall not be liable for nor shall the family unit conveyed be



subject to a charge for, any unpaid assessments made by the Association of Apartment owners against the grantor in excess of the amount, therein set forth.

AND WHEREAS, the manager, or board of managers of coverage shall be common expense to be paid by monthly assessment levied by the association of apartment owner and that such payment shall be held in a separate account of the Association and used solely for the payment of the blanket property insurance premium as such premium become use.

AND WHEREAS, the Grantors can make further construction either on the terrace of the building or in the remaining open space of the property described in Schedule A and consume the remaining FSI or even increase FSI in future and can sale the additional construction to anybody as per their choice provided that the purchaser of new construction will have to be the member of Association and they will have to pay the regular subscription of the Association and further that, they will have right of voting as per the bye-laws and they will have prorate rights in the common area, facilities and also on the property. But however after such construction the last terrace of the building will be the common for all unit holders.

AND WHEREAS, Developers / Builders shall be fully entitled to acquire TDR (Transfer of Development Rights) and use/consume the same on the said property by putting further and additional construction/structure as per law.

AND WHEREAS, the nomenclature of the residential Unit/ Flat/Apartment and flats being constructed on the above-referred property shall be "Mahalaxmi Saubhagya" and in no case the said name will be changed.

That, on the above property **total 12 Unit** will be constructed and the same shall be used for residential purpose only and location of each Flat and Unit/ Flat/Apartment is shown in construction permission which is treated as a part



and parcel of this deed of declaration and area of each Flat and Unit/ Flat/Apartment is specifically mentioned in **Schedule-B** herein under.

That the owners/grantor and developer have mutually decided the units to be retained amongst themselves. The particulars of the units retained by the owner/grantor and developer are specifically shown in **Schedule-B** hereinafter as per specifications in **Schedule-C**.

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

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

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



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

That, the percentage of the undivided interest in the general and/or restricted common areas and common facilities established herein shall not be changed except with the unanimous consent of all the Apartment owners expressed in amendment to this deed duly registered.

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

That each Flat and Unit/ Flat/Apartment owner shall comply with the provisions of this deed, the bye-laws, decisions and resolution of the association of the Flats owners or its representative and failure to comply with such provisions, decisions or resolutions shall be ground for an action to recover the sums due for damages or for injunctive relief.

That the dedication of this property to the plan of Flats and Unit/ Flat/Apartment herein shall not be revoked or the property be removed from the plans of the apartment ownership or any of the provisions herein amended unless all of the Flat and Unit/ Flat/Apartment owners and all of the mortgagees covering the units, unanimously agree to such revocation or amendment or removal of the property from the plan by duly registered instrument.

The no Flat and Unit/ Flat/Apartment owner or a family unit 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.





prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee there for. 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 Grantor due to the Association and such grantee shall not be liable for nor shall the family unit conveyed be subject to a charge for, any unpaid assessments made by the Association of Flat owner against the grantor in excess of the amount, therein set forth.

That, incase further construction is allowed by the Town Planning authority in future, the owner/grantor and Developer can raise further construction either on the terrace of building or in the open space around the building and can dispose of the said construction to anybody as per their mutual division and choice provided that the purchasers of new construction will have to be the member of Association and they will have to pay the regular subscription of the Association and further that, they will have right of voting as per the bye-laws and they will have pro-rata rights in the common area, facilities and also on the property. But however after such construction the last terrace of the building will be common for all flats holders only.

Top Terrace area of all apartment building belongs to vendor only, but all flat owners can enjoy the facility of terrace area of their respective buildings and if in future, additional FSI / TDR available or granted by Municipal Corporation/ local authority then only grantor can use additional FSI/ TDR for construction of additional area by way of adding floors, on existing apartments or sale that additional area. no purchaser will have any objection during the construction of such additional area and bear inconvenience. If any no spate consent/ permission form the purchaser in the building will be necessary and its will be deemed that the purchaser have given express consent/ permission for such additional construction on the terrace of the building.



SPECIFICATION OF CONSTRUCTIONS

STRUCTURE	:	Standard RCC framed structure
MASONRY	:	External wall 6" thick bricks Internal Wall 4" thick bricks
PLASTER	:	Faced plaster
FLOORING	:	Flooring 2x2 vitrified tiles
KITCHEN	:	Granite fit Otta with S.S. sink.
PLUMBING	:	Concealed fitting with C.P. Fitting
ELECTRIFICATIONS	:	Concealed
DOORS	:	Wooden and R.C.C. Door frame
WINDOWS	:	3 track with M.S. Grills
Parking	:	Undivided parking

SCHEDULE "A"

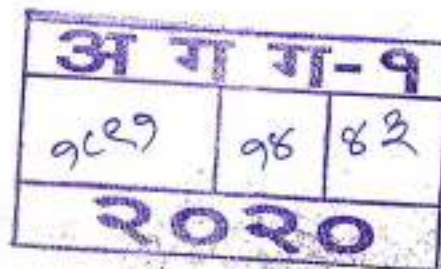
All that piece & parcel of the property Plot No. 83 admeasuring 375 Sq.Mtr. part of Gut No. 168 of Village Satara Tq. & Dist. Aurangabad.

Boundaries:

East	Plot No. 84
West	30 Feet Wide Road
South	Plot No. 82
North	30 Feet Wide Road

BYE-LAWS OF "MAHALAXMI SAUBHAGYA " CONDOMINIUM.**Chapter - I****I. SHORT TITLE AND APPLICATION:**

- a. These Byelaws may be called the buy laws of the "Mahalaxmi Saubhagya". Condominium.

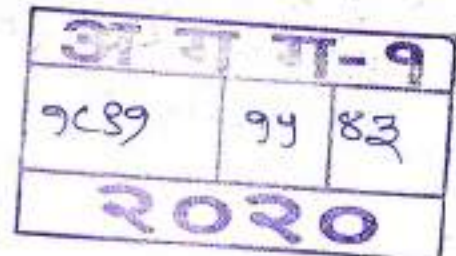


- b. The provisions of these byelaws apply to the "Mahalaxmi Saubhagya" Condominium.

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

II. DEFINITIONS:

1. In these byelaws, unless the context required otherwise.
 - a. "Act" means the Maharashtra Apartment Ownership Act 1970.
 - b. "Association" means the Association of the entire Apartment owners constituted by such owner for the purpose of "Mahalaxmi Saubhagya" condominium.
 - c. "Board" means hoard of Managers consisting of 3 persons, all of whom shall be owner of apartment in "Mahalaxmi Saubhagya" condominium.
 - d. "Building" means the building a located on property mentioned in schedule A Known as "Mahalaxmi Saubhagya" condominium and includes the land forming part thereof.
 - e. "Declaration" means the declaration, which the sole owner of the building or all the owner of building have executed and registered as provided in section 2.
 - f. "Majority of Owner" mean those owners holding 51 percent of the votes in accordance assigned in declaration.
 - g. "Owner" or "Apartment Owner" means the person owning an Apartment in "Mahalaxmi Saubhagya" condominium.
 - h. "Section" means a section of the Act.
 - i. "Unit" means a Flat & Unit/ Flat/Apartment unit in "Mahalaxmi Saubhagya" condominium.
 - j. "Registrar" means the Registrar of Co-Operative Societies.



2. Words and expression used in these byelaws but not defined therein shall have the meaning respectively assigned to them in the Act.

3. APARTMENT OWNERSHIP:-

The Flats & Unit/ Flat/Apartment are located on property mentioned in Schedule A, Known as "Mahalaxmi Saubhagya" Condominium is submitted to the provisions of the Act 1970.

4. OBEJCT OF ASSOCIATION.

a. The objects of the Association shall be

- i. To be and to act the Association of flats & Flat owner of the building called "Mahalaxmi Saubhagya" (hereinafter called as "the said building") who has filed their respective Declaration submitting their apartments to the provisions of the Act.
- ii. To invest or deposit money.
- iii. To provide for maintenance, repair and replacement of the common areas and facilities by contributions from the apartment owner, and if necessary, by raising loans for the purpose.
- iv. To retain and license if possible, suitable portions of common areas to outsiders, and to distribute the commons profits left deducting the common expenses against the Apartment owner as common profits or accumulate same for building up a reverse fund.
- v. To provide and do all and many of the matters provided in sub-section (2) of section 16.
- vi. To advance, with the consent of the Apartment owner, any short term loans to any apartment owner in case of any emergent necessity.
- vii. To establish and carry on, on its own account or jointly with individuals or institutions, educational, physical, social and recuperative activities for the benefit of the apartment owner.
- viii. To frame rules, with the approval of the general meeting of the Association and after consulting the component authority and may establish provident fund, if necessary, for the benefit of the employees of the Association.



- ix. To do all things necessary or and otherwise provided for the attain of the objects specified in these byelaws.

5. MEMBERS OF ASSOCIATION:

- a. All persons who have purchased apartment or Flat or Row house or Flat owner of each unit in "Mahalaxmi Saubhagya" condominium and executed respective Declaration under section submitting their apartment to provisions of the act shall automatically be the member of the Association and shall pay the sum of one hundred rupees as entrance fee and may purchase at least one share of the face value of Rs.5000/- each. Each member shall receive a copy of the byelaws on payment of one hundred rupee.
- b. Upon any apartment owner selling his apartment or absolutely conveying the same by way of gift, under his will or otherwise, the purchaser shall become a member on payment of such transfer charges as may be decided by the association from time to time.
- c. 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 or apartment owner maintained by the secretary for the purpose of administration of the "Mahalaxmi Saubhagya" condominium as apartment owner or joint apartment owner. Whereas any legatee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.

6. JOINT APARTMENT OWNER: Whereas an apartment has been purchased by two or more persons jointly, they shall be jointly entitled to the apartment and shares of the association shall be issued in their joint names, but the persons whose name stands first in the share certificate shall alone have the right to vote.



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

8. **DISQUALIFICATION:** No apartment owner shall be entitled to take part in 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 election to the Board would take place.

Chapter – II

VOTING QUORUM AND PROXIES: -

9. **VOTING:** Each apartment owner shall be entitled to one vote.

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

11. **VOTES TO BE CAST IN PERSON :** Votes shall be cast in person.

Chapter – III

12. **POWERS AND DUTIES OF ASSOCIATION:** The Association will have the responsibility of administering the "Mahalaxmi Saubhagya" 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 majority of owners, casting votes in person.

13. **PLACE OF MEETING:** Meeting 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 first December after the compliance of necessary formalities of the association and thereafter the annual meeting of the Association shall be held on the 1st December each succeeding year. At such meeting there shall be elected by I ballot of the apartment owner a Board of Managers in accordance with the requirements of by law 23. The owner may also transact such other business of the Association as may properly come before them.

15. **SPECIAL MEETINGS:** It shall be the duty of president to call a special meeting of the apartment owner as directed by a resolution of the board or upon a petition signed by a majority of the owner and having been presented to the secretary, or at the request of the Housing Commissioner, or as the case may be the Registrar or any officer duly authorized by him in this behalf. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at special meeting except as stated in the notice without the consent of four fifths of the owner present in persons.

16. **NOTICE OF MEETING:** It shall be the duty of the Secretary to mail or send a notice of each annual or special meeting the purpose thereof as well as the time and place where it is so held, to each apartment owner, 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 byelaw should be considered notice served. Notice of all meetings shall be mailed or sent to the Housing Commissioner, or as the case may be, the Registrar.

17. **ADJOURNED MEETING:** If any meeting of owner cannot be organized because a quorum has not attended the owner who present, may adjourn the meeting to time not less than forty eight hours from the time original meeting was called. If at such adjourned meeting also, no quorum is present the owner present in person being not less than two shall form quorum.



18. ORDER OF BUSINESS: The order of business at all meeting of to owner of units shall be as follows:

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

Chapter – IV

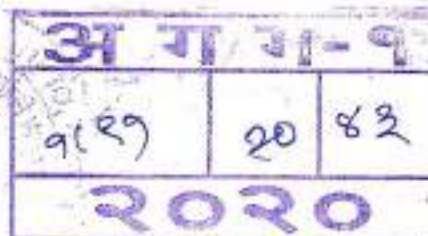
(Board of Managers)

19. MANAGEMENT OF ASSOCIATION: a Board of Managers shall govern the affairs of the Association.

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

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 "Mahalaxmi Saubhagya" Condominium and the common areas and common facilities and the restricted common areas and common facilities.
- b. Collection of monthly assessment from the owner.
- c. Designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the "Mahalaxmi



Saubhagya" Condominium, the common areas and common facilities the restricted common areas and common facilities.

- d. To provided 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 Treasure, 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 as balance and deal with other miscellaneous business.
- g. To see that cashbook is written up promptly and is signed daily by one of the members of the Board authorized in 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 he 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 terms 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 that the removal of a Manager by a vote of the Association shall be filled by vote of the majority of the remaining managers, even though they may constitute less than a quorum, and each person so elected shall be a Manager until a successor is elected at the next annual meeting of the Association.



25. **REMOVAL OF MANAGER:** At any regular or special meeting duly called any one or more of the managers may be removed with or without cause by a majority of the apartment owner and a successor may then and there by elected to fill the vacancy thus created. Any manager whose removal has been proposed by the owner be given an opportunity to be in the meeting.
26. **ORGANIZATION MEETING:-** The first meeting of a newly elected Board shall be held within ten days of election at such place shall be fixed by the Managers at the meeting at which such Manager were elected and no notice shall be necessary to the newly elected Manager in order legally to constitute such meeting, provided a majority of the whole Board shall be present.
27. **REGULAR MEETING:-** Regular meeting of the Board may be held at such time and place as shall be determined from time to time, by majority of Managers, but at least two such meetings shall be held during each year. Personally or by mail, or telegraph, at least three days prior to the day named for such meetings.
28. **SPECIAL MEETINGS:-** Special meetings of the Board may be called be 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 provide) and purpose of the meeting. Special meetings of the Board shall be called by the president or secretary, in like manner and on like notice on written request of at last 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 board shall be a waiver of notice by him, of the and place thereof. If all the Managers are present at any meetings of the



Board, no notice shall be required and any business may be transacted at such meeting.

30. QUORUM: At all meeting of the Board, one third of the total strength of the managers shall constitute a quorum for the transaction of business, and the acts of the managers present at the meeting at which a quorum is present shall be the acts of the board. If in any meeting of the board the attendance is less than the required quorum, the majority of members present may adjourn the meeting for half an hour and after half hour the members present shall be the quorum. At any such adjourned meeting, any business, which might have been transacted at the meeting as originally called, may be transacted without further notice.

31. FIDELITY BOND: The board may require that all officers and employees of the Association handling or Association funds shall furnish adequate fidelity bonds.

Chapter-V

Officers

32. DESIGNATION: The principal officers of the Association shall be a president, a Vice President, a Secretary and a Treasurer all of whom shall be elected by and from the board may appoint an Assistant Treasurer and an a 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 organization meeting or 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 owner from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the association.
36. **VICE PRESIDENT:** The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither heightens 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 and maintain the minutes of all meetings of the Board and the issues of all meetings of the Association, he shall have charge of such books and papers and the board may direct and he shall in general, Perform the duties to the office of the secretary.
38. **TREASURER:** The Treasurer shall be responsible for Association funds and securities and shall also be responsible for keeping full and accurate account of all receipts and disbursement in books belonging to the Association. He shall responsible for the deposit of all money and other valuable effects in the name and to the credit of the Association in such depositaries as any form time to time be designated by the Board.

Chapter -VI

Obligations of the Apartment Owner



39. **ASSESSMENTS:** All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating the "Mahalaxmi Saubhagya" 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 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 replacement.

40. **MAINTENANCE AND REPAIR:**

- a. Every owner must perform promptly, all maintenance and repair work within his own unit which if omitted would affect the "Mahalaxmi Saubhagya" condominium in entirety or in a part belonging to other owner, being expressly responsible for the damages and liabilities due his failure to do so.
- b. 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 belonging to the unit area shall be at the expense of the apartment owner concerned.
- c. An owner shall reimburse the Association for any expensers incurred in repairing or replacing any common and facility damage through his fault.

41. **USE OF FAMILY UNITS INTERNAL CHANGES:**

- a. All units shall be utilized for residential purpose.
- b. An owner shall not make any structural modifications or alterations in his unit or installations located therein without obtaining prior written permission from the Board of the Association.

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

- a. An owner shall not place or cause to be placed or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas, of "Mahalaxmi Saubhagya" condominium and facilities of a similar nature



both common and restricted any furniture's packages, or objects of any kind areas shall be used for no other purpose than for normal transit through them.

- b. Proportionate Expenses of maintenance & repair of common toilet, electricity & water charges should be borne by all unit owners.

43. RIGHT OF ENTRY:

- a. 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 in time or not.
- b. An owner shall permit other owner, or their representative when so required to enter his unit for the purpose of performing installations, alterations, or repairs to the mechanical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

44. RULES OF CONDUCT:

- a. No resident of "**Mahalaxmi Saubhagya**" condominium shall post any advertisement, or posters of any kind in or on the building except as authorized by the association.
- b. Unit owner shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb others. Unit owner keeping domestic animals shall abide by the Municipal sanitary by law or regulations.
- c. It is prohibited to hang garments, rugs etc. from the windows balconies or from any of the facades of the "**Mahalaxmi Saubhagya**" condominium.
- d. It is prohibited to dust rugs, etc. from windows or clean rugs, etc. by beating on the exterior part of "**Mahalaxmi Saubhagya**" condominium.
- e. 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.

- f. No owner resident or lessee shall install wiring for electrical or telephone installation, television antenna machines of air conditioning units, etc. on the exterior of the "Mahalaxmi Saubhagya" condominium or that protrude through the walls of the roof of the condominium except as authorized by the association.

Chapter -VII

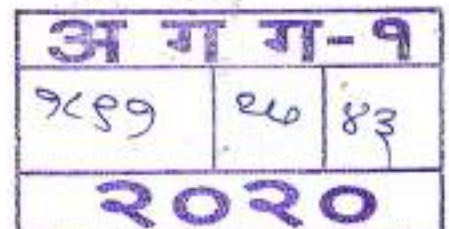
45. FUNDS: Funds may be raised by the Association in all or any of the followings ways, namely ;

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

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

- In the Central Co-Op. Bank or in the State Co-OP. Bank or,
- In any of the securities specified in section 20 of the Indian Trusts Act, 1882, or,
- 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.

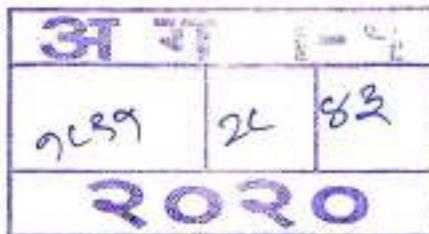
47. AFFILIATION: Should there be any federation of apartment owner in the locality in which the "Mahalaxmi Saubhagya" condominium is situate, the association may after consulting the competent authority, become a member thereof, and pay the sums from time to time payable to such federation under the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



48. ACCOUNTS:

- a. In Banking account shall be opened by the Association in to which all minuets received on behalf of the Association shall be paid, amount not exceeding Rs.10,000/- for petty expenses. All payments above Rs.1,000/- shall be made by Cheque signed by the Secretary, and one member of the board.
- b. Each apartment owner shall have pass book in which the secretary shall enter amounts paid to or received for his share, in receipts, or profits from common areas and contributions towards common expenses, and his share of assessment and other dues, if any in respect of his apartments.
- c. 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.
- d. The profits & loss account;
- e. The receipt and expenditure of the previous financial year, and
- f. A summary of the property of the Association giving such common areas and facilities of the association giving such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arisen at.
- g. The audited financial statement shall be open to the inspection of any member of the Association during office hours and in the office of the Association and a copy thereof, shall be submitted to the competent authority not later 15th August, every year.
- h. Every financial statement shall be accompanied by a complete list of the apartment owner. There shall also accompany the financial statement shall state up to what date profits and expenses of common areas are include.

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 coniferous 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 upon any matter connected with the accounts which appears to him to required notice.

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

Chapter -VIII

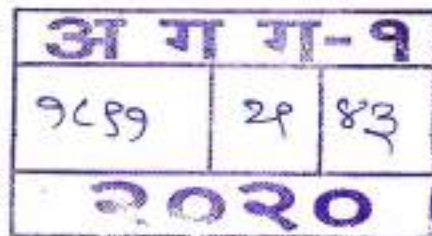
52. **NOTICE TO ASSOCIATION:** An owner, who mortgages his unit, shall notify the Association through the manager, if any or president of the board and the Association shall maintain such information in a book titled as "Mortgagee of Units".

53. **NOTICE OF UNPAID ASSESSMENT** "The Association shall at the request of mortgagee of a unit report any unpaid assessments due from owner of such unit.

Chapter -IX

Compliance

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



55. **SEAL OF THE ASSOCIATION:** The Association shall have a common seal which shall be in the custody of the secretary and shall be used only under the authority of a resolution of the 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 by-laws Apartment Ownership

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

IN WITNESS WHEREAS OF THIS DEED OF DECLARATION IS EXECUTED TODAY 19th DAY OF MARCH 2020 AT AURANGABAD. *S. K. Kulkarni*

SIGNED SEALED AND DELIVERED

BY THE WITHIN NAMED

Land Owners/ Promoters/Developer :

[Signature]
Mrs. Amruta Swapnil Kulkarni



WITNESSES :

1) *[Signature]*
Mr. Swapnil Moreshwar Kulkarni.

Age : 34 Years, Occu.: Business,

R/o. Ramanand Colony, Aurangabad.

2) *[Signature]*
Mr. Janardhan Pandurang Davne.

Age : 34 Years, Occu.: Service,

R/o. Garkheda Pariar, Aurangabad.

