

**DEED OF DECLARATION U/S 2(A) OF
MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970.**

This Deed Declaration is executed today on 12th day of October 2021,
At Aurangabad Executed by:

M/s. Arihant Enterprises

through its Partner

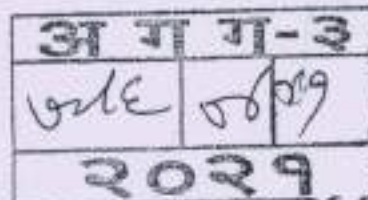
Mr. Adesh Anandlal Chhajed

Age : 40 yrs., Occu. : Business

R/o Satara Parisar, Aurangabad

AADHAR No. : 6107 7979 5794

(Hereinafter received to as Owner /Grantor/Developer, which
expression shall mean and include his successors, legal
representatives and assignees in interest)



In the year 1991, the property land area admg. 00H 40R Part of Gut No. 162 of Village Satara, Tal. and Dist. Aurangabad was owned and possessed by Mr. Punjaram Pandu Sonwane.

AND WHEREAS, Mr. Punjaram Pandu Sonwane vide Registered Sale Deed bearing No. 361 dated 27.11.1991 has sold land area admg. 00H 40R Part of Gut No. 162 of Village Satara, Tal. and Dist. Aurangabad to Mr. Ganesh Gangadhar Kulkarni.

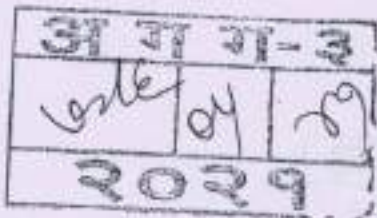
AND WHEREAS, the Town Planning Officer, Aurangabad Fringe area Project, CIDCO, New Aurangabad vide his letter bearing No. CIDCO/PLANNING/FLP/AFA/2011/311 dated 28.01.2011 has approved the layout plan submitted by Mr. Ganesh Gangadhar Kulkarni with respect to the land area admg. 4000 sqm. Part of Gut No. 162 of Village Satara, Tal. and Dist. Aurangabad and the Collector, Aurangabad vide his N.A. Order bearing No. 593 dated 28.03.2011 has converted the said property for non-agriculture use.

AND WHEREAS, Mr. Ganesh Gangadhar Kulkarni vide Registered Sale Deed bearing No. 3106 dated 24.04.2019 has sold Plot No. 13, area admg. 361.165 sqm. Part of Gut No. 162 of Village Satara, Tal. and Dist. Aurangabad to Mrs. Anjali Subhash Rode and vide Registered Sale Deed bearing No. 253 dated 11.01.2021 Mrs. Anjali Subhash Rode has sold the said plot to M/s. Arihant Enterprises through its Partner Mr. Adesh Anandlal Chhajed.

AND WHEREAS, Mr. Ganesh Gangadhar Kulkarni vide Registered Sale Deed bearing No. 254 dated 11.01.2021 has sold the Plot No. 12, area admg. 366.558 sqm. Part of Gut No. 162 of Village Satara, Tal. and Dist. Aurangabad to M/s. Arihant Enterprises through its Partner Mr. Adesh Anandlal Chhajed.

AND WHEREAS, Based on the above referred Sale Deeds, the Revenue Authority has recorded the name of M/s. Arihant Enterprises through its Partner Mr. Adesh Anandlal Chhajed on the 7/12 Extract as the owner and possessor of the property the Plot No. 12, area admg. 366.558 sqm. and Plot No. 13, area admg. 361.165 sqm. Part of Gut No. 162 of Village Satara, Tal. and Dist. Aurangabad.

AND WHEREAS, the Assistant Director Town Planning vide his Letter bearing No. 502 dated 26/02/2021 has amalgamated the Plot No. 12, area admg. 366.558 sqm. and Plot No. 13, area admg. 361.165 sqm. Part of Gut No. 162 of Village Satara, Tal. and Dist. Aurangabad in one Plot.



AND WHEREAS, the Municipal Corporation, Aurangabad vide permission bearing No. 331 and File No. 404/17/2021-22 dated 26/02/2021 has granted permission for construction of Unit on the said property.

AND WHEREAS the project to be constructed on the property referred under the schedule is nomenclature as "AJINKYA APARTMENT", which consist total sanctioned 16 units.

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

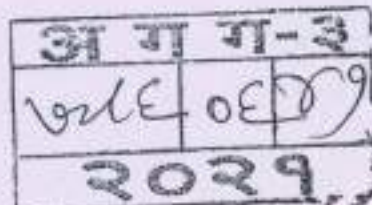
AND WHEREAS, each floors are use capable of individual utilization on account of having their own exit to a common area and facility and of the building and the Apartment will be sold to one or more owners, each owner obtaining a particular and exclusive property-right thereto and each Apartment constituting 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 "AJINKYA APARTMENT" 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 or 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.

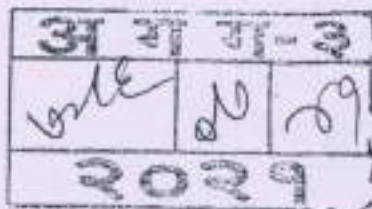
AND WHEREAS, the dedication of this property to the plan of apartment ownership herein shall not be revoked or the property be removed from the plans of a apartment ownership of any provisions herein amend unless all of the members covering the units/Units/shops unanimously to such revocation or amendment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

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, or 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.

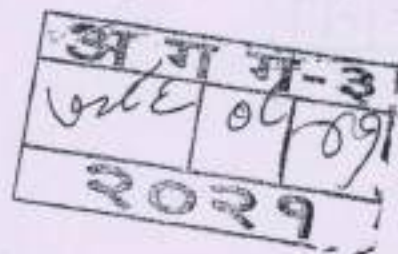
AND WHEREAS, Developers / Builders shall be fully entitled to acquire TDR (Transfer of Development Rights) and use/consume the same on the said property by putting further and additional construction/structure as per law.

AND WHEREAS, the nomenclature of the residential and Units being constructed on the above-referred property shall be "AJINKYA APARTMENT" and in no case the said name will be changed.

That, on the above property sanctioned 16 units will be constructed and the same shall be used for residential purpose only and location of each Unit/Apartment/Flat is shown in construction permission which is treated as a part and parcel of this deed of declaration and area of each Unit/Apartment/Flat is specifically mentioned in Schedule-B herein under. The owners have formed Association i.e., AOP in between them, with name & style as AJINKYA APARTMENT & Article 47 is not applicable to this AOP as it is not a Partnership.

That the administration of "AJINKYA APARTMENT" 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 "AJINKYA APARTMENT" 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.

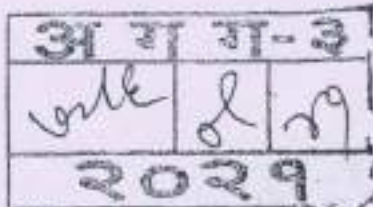
Top Terrace area of all apartment building belongs to vendor only, but all Unit owners can enjoy the facility of terrace area of their respective buildings and if in future, additional FSI / TDR available or granted by Municipal Corporation/ local authority then only grantor can use additional FSI/ TDR 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

:Description of the property:

1] Plot No. 12, area admg. 366.558 sqm. Part of Gut No. 162 of Village Satara, Tal. and Dist. Aurangabad

Boundaries

East	6.00 M.W. Road
West	Nalla
South	Nalla
North	Plot No. 13



2] Plot No. 13, area admg. 361.165 sqm. Part of Gut No. 162 of Village Satara, Tal. and Dist. Aurangabad

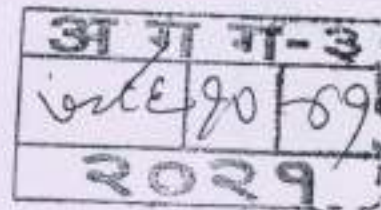
Boundaries

East	6.00 M.W. Road
West	Nalla
South	Plot No. 12
North	Part of Gut No. 161

SCHEDULE-B

AREA STATEMENT OF THE UNITS "AJINKYA APARTMENT" is Annexed herewith

FLOOR	FLAT NO.	B/UP AREA AS PER PLOT AREA IN SQM (A)	B/UP AREA AS PER F.S.I.- 0.10 PREMIUM PAID - 0.30 TDR - 0.40 IN SQM (B)	TOTAL B/UP AREA IN SQM (A+B)	CARPET AREA IN SQM	% AREA OF PLOT IN %
FIRST FLOOR	101	45.69	33.46	79.15	59.19	6.29%
FIRST FLOOR	102	45.35	33.21	78.56	58.45	6.23%
FIRST FLOOR	103	45.44	33.27	78.71	58.69	6.24%
FIRST FLOOR	104	45.44	33.27	78.71	58.69	6.24%
SECOND FLOOR	201	45.69	33.46	79.15	59.19	6.29%
SECOND FLOOR	202	45.35	33.21	78.56	58.45	6.23%
SECOND FLOOR	203	45.44	33.27	78.71	58.69	6.24%
SECOND FLOOR	204	45.44	33.27	78.71	58.69	6.24%
THIRD FLOOR	301	45.69	33.46	79.15	59.19	6.29%
THIRD FLOOR	302	45.35	33.21	78.56	58.45	6.23%
THIRD FLOOR	303	45.44	33.27	78.71	58.69	6.24%
THIRD FLOOR	304	45.44	33.27	78.71	58.69	6.24%
FOURTH FLOOR	401	45.69	33.46	79.15	59.19	6.29%
FOURTH FLOOR	402	45.35	33.21	78.56	58.45	6.23%
FOURTH FLOOR	403	45.44	33.27	78.71	58.69	6.24%
FOURTH FLOOR	404	45.44	33.27	78.71	58.69	6.24%



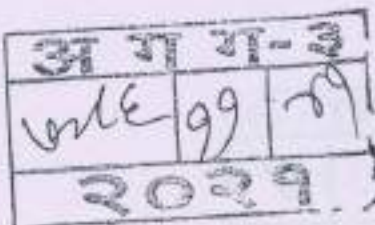
That, each of the individual party is in exclusive, separate share and ownership of the above referred Unit referred under the Schedule against his name and that, the other parties of this Deed, shall not have any interest, right, title, with respect to such independent and separate share, allotted to him, under this Deed, and the he shall enjoy the property quietly and peacefully and as an exclusive, absolute and lawful titleholder of the same.

The individual party of this Deed, shall have absolute right to sale, mortgage, transfer, the plot and construction thereon allotted to his share and referred under the Schedule in favour of any person or financial institute or Bank, without consent or permission of any other party of this deed. Such individual party may transfer, Sale, assign, mortgage, his Unit, by executing any deed, Agreement, Sale Deed, Transfer Deed or assignment or mortgage deed, etc; without consent of other parties.

All the parties have has now become the exclusive and absolute owner of their respective Unit referred above of this Deed and each party shall enjoy the said property, quietly and peacefully and as an absolute and lawful owner of the same.

SPECIFICATION OF CONSTRUCTIONS

Structure	R.C.C. Framed
Plaster	Sand Faced Plaster
Flooring	2x2 Vitrified
Door	Flush door with & R.C.C. Door Frames
Kitchen	Granite fit otta with S.S. sink
Window	Three Track with M.S. grills
Plumbing	Concealed plumbing with CP fitting
Painting	Internal OBD & External Cement Paint
Electrification	Concealed wiring



BYE-LAWS OF "AJINKYA APARTMENT " CONDOMINIUM.
Chapter – I

I. SHORT TITLE AND APPLICATION:

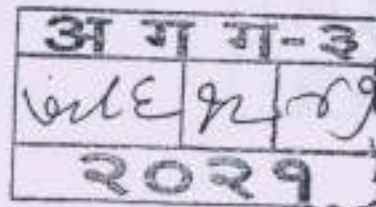
- a. These Byelaws may be called the buy laws of the "AJINKYA APARTMENT". Condominium.
- b. The provisions of these byelaws apply to the "AJINKYA APARTMENT" Condominium.

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 "AJINKYA APARTMENT" condominium.
- c. "Board" means hoard of Managers consisting of 3 persons, all of whom shall be owner of apartment in "AJINKYA APARTMENT" condominium.
- d. "Building" means the building a located-on property mentioned in schedule A Known as "AJINKYA APARTMENT" 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 "AJINKYA APARTMENT" condominium.

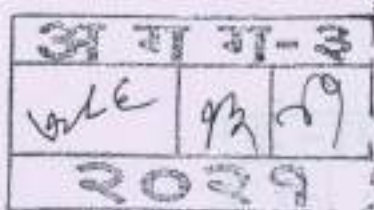


- h. "Section" means a section of the Act.
- i. "Unit" means a Unit & Apartment/Unit/Shop/Office/Store/Basement unit in "AJINKYA APARTMENT" condominium.
- j. "Registrar" means the Registrar of Co-Operative Societies.
2. Words and expression used in these byelaws but not defined therein shall have the meaning respectively assigned to them in the Act.
3. APARTMENT OWNERSHIP:-

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

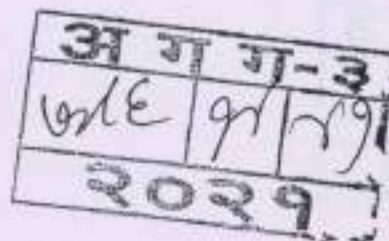
4. OBJECT OF ASSOCIATION.

- a. The objects of the Association shall be
- To be and to act the Association of Units & Unit owner of the building called "AJINKYA APARTMENT" (hereinafter called as "the said building") who has filed their respective Declaration submitting their apartments to the provisions of the Act.
 - To invest or deposit money.
 - 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.
 - 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.
 - To provide and do all and many of the matters provided in sub-section (2) of section 16.
 - To advance, with the consent of the Apartment owner, any short term loans to any apartment owner in case of any emergent necessity.
 - 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.
 - 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.
 - 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 Unit owner of each unit in "AJINKYA APARTMENT" 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 "AJINKYA APARTMENT" 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.



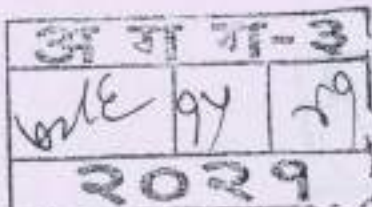
Chapter – II

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 "AJINKYA 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 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: If 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 tie 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: If 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 that 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

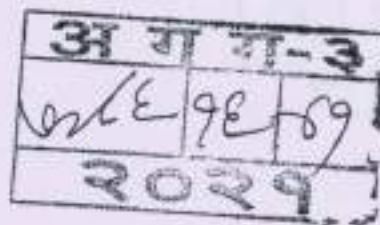
(Board of Managers)

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

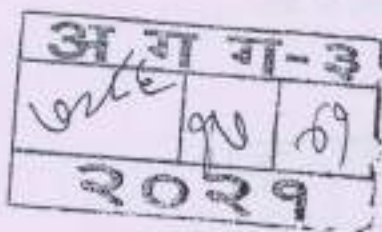
20. POWER AND DUTIES OF BOARD: The board of Managers shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by law, or by these by laws directed or be exercised and done by the owner.

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 "AJINKYA APARTMENT" 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 "AJINKYA APARTMENT" 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 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 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 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 owner and a successor may then and there be 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 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 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 least 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 time 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.

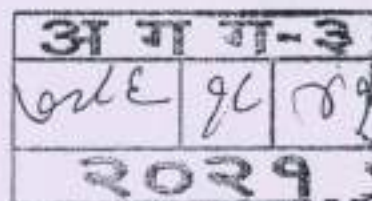
30. QUORUM: At all meeting of the Board, one third of the total strength of the managers shall constitute a quorum for the transaction of business, and the acts of the managers present at the meeting at which a quorum is present shall be the acts of the board. If in any meeting of the board the attendance 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 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.

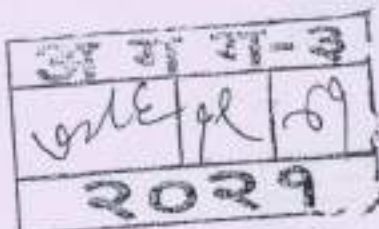


34. **REMOVAL OF OFFICERS:** Upon an affirmative vote of a majority, of the members of the board any officers may be removed, either with or without cause, and his successors elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.
35. **PRESIDENT:** 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 "AJINKYA 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 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 "AJINKYA APARTMENT" condominium in entirety or in a part belonging to other owner, being expressly responsible for the damages and liabilities due to 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 expenses 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 Commercial/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.

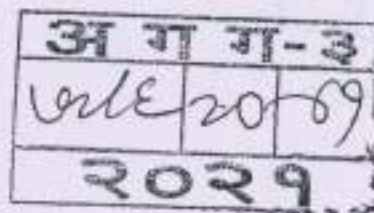
- a. An owner shall not place or cause to be placed or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas, of "AJINKYA APARTMENT" condominium and facilities of a similar nature both common and restricted any furniture's packages, or objects of any kind areas shall be 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:

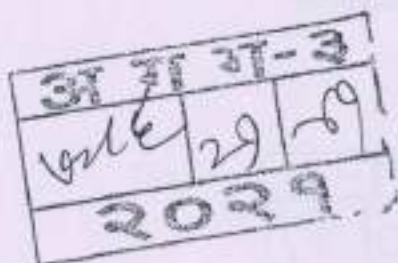
- a. No resident of "AJINKYA APARTMENT" condominium shall post any advertisement, or posters of any kind in or on the building except as authorized by the association.



- 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 "AJINKYA APARTMENT" condominium.
- d. It is prohibited to dust rugs, etc. from windows or clean rugs, etc. by beating on the exterior part of "AJINKYA APARTMENT" 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 "AJINKYA APARTMENT" 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 ;
- a. By shares;
 - b. By contributions and Donations from the apartment owner;
 - c. From common profits which shall form the nucleus of the reserve fund.
 - d. Buy raising loans, if necessary subject to such terms and conditions as the 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.
- a. In the Central Co-Op. Bank or in the State Co-OP. 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 owner in the locality in which the "AJINKYA APARTMENT" 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.

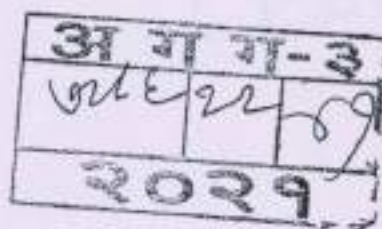


48. ACCOUNTS:

- a. In Banking account shall be opened by the Association in to which all minuetts referred 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 referred 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.
 - i. 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.
 - ii. 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 verity 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

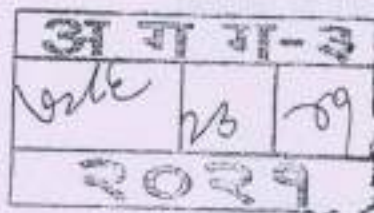
54. COMPLIANCE: These byelaws are set forth to comply, with the provisions of the Maharashtra Apartment Ownerships Act, 1970. In case and of these byelaws conflict with the provisions of the said Act, it is hereby agreed and accepted that provisions of the Act will apply.

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 "AJINKYA APARTMENT" condominium as shown in the declaration.



SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED
The Owner/ Promoter/Grantor/Developer.

M/s. Arihant Enterprises
through its Partner

Mr. Adesh Anandlal Chhajed

(Signature)



WITNESSES

1] Mr. Rahul yashwant chakre
Occu: husi, Age 35 Years,
R/o Patelgan, Albad

(Signature)



2] Mr. Vikas parshuram baskul
Occu: husi, Age 35 Years,
R/o Aurangabad

(Signature)

