Voting Right %
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of the Agreement by Sale and for the costs of the Unit, having particulars as follows :-

13. AND WHEREAS the said scheme of **VIRAJ APARTMENT** Building Condominium is hereby declared as per the provisions of Maharashtra Apartment Act, 1970, that the interest and the title of each family owner is described in details and also the common areas and facilities are described in detail. In the said scheme, for the administration of **VIRAJ APARTMENT**, bye laws are provided as per Exhibit-B

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

15. AND WHEREAS that the percentage of the undivided interest in the general and/or restricted common areas and facilities established herein shall not be changed except with the unanimous consent of the all apartment owners expressed in an amendment to this deed duly registered.

16. AND WHEREAS 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 to be convoyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

17. AND WHEREAS that each apartment owner shall comply with the provisions of this Deed, the bye-laws, decisions and resolutions of the Association of Apartment owners or its representative, and failure to comply with any such provisions, decisions or resolutions, shall background for an action to recover sums, due for damages, or for injunctive relief.

18. AND WHEREAS that the description of the property to the plan of Apartment Ownership herein shall not be revoked, or the property removed from the plan of Apartment Ownership of any of the provisions herein amended unless all the apartment owners and the mortgagees of the any of the units unanimously agree to such revocation or amendment or removal of the property from the plan by duly registered instruments.

19. AND WHEREAS that no apartment owner of a family unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use of enjoyment of any

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of the general and/or restricted common areas and facilities or by the abandonment of his family unit.

20. AND WHEREAS all sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a charge on such family unit prior to all other chares except only 1) charge, if any, on the family unit for payment of Government or Municipal taxes or both and 2) all sums unpaid on the first mortgage of the apartment.

21. AND WHEREAS that if the property, subject to the plan of apartment ownership is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970.

22. AND WHEREAS that in a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable with the Grantor for all unpaid assignments by the Association of Apartment owners against the latter for his share of common expenses up to the time of the grant of conveyance without prejudice to the grantee's rights to recover from the Grantor the amounts paid by the grantee therefore. However any such grantee shall be entitled to a statement from the Manager or Board of Managers of the Association, as the case may be, setting forth the amount of the unpaid assessments against the Grantor due to association, as the case may be, setting forth 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 Apartment Owners against the Grantor in excess of the amount therein, set-forth.





"SCHEDULE"

All the piece and parcel of land the property within the limit of District & Taluka Nashik & within the Registration and Sub-Registration Nashik and situated at **Pathardi Shiwar,** bearing **S. No. 324/1/B/3/1/2 Plot No. 02** admeasuring **325.50 Sq. Mtrs. + Road winding area 31.50 Sq. Mtrs.** total admeasuring area **357.00 Sq. Mtrs. (CTS. No. 7324 admeasuring 436.20 Sq. Mtrs., but as per actual measurement area of the plot 357.00 Sq. Mtrs.)**

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constructed thereon the building known as **VIRAJ APARTMENT** and bounded as below:-

		As per layout plan	As per Sanad
On or towards East	:	12 Mtr. wide Colony Rd.	Road.
On or towards West	:	Plot No. 01.	CTS. No. 7323.
On or towards South	:	6 Mtr. wide Colony Rd.	Road.
On or towards North	:	Plot No. 21 and 45	CTS. No. 7314.

All the property together with all things, hereditaments appurtenant thereto and with all rights of access and easement thereof.

THE DECLARANT/GRANTOR LAND OWNER BUILDER & DEVELOPER HAS HERETO SET HIS RESPECTIVE HANDS ON THIS DAY AND DATE ABOVE MENTIONED

SIGNED SEALED AND DELIVERED
By the withinnamed
M/S. VIRAJ BUILDCON
through its Partner,
1) SHRI. RAJENDRA MURLIDHAR MANKAR





2) SAU. VAISHALI RAJENDRA MANKAR
"GRANTOR"
(LAND OWNER & BUILDER DEVELOPER)

IN PRESENCE OF WITNESS
1. Shri. Sachin Ramesh Bhavsar
R/o. 44, Pradhan Park Sty.,
M. G. Road, Nashik.

2. Shri. Prashant Jagatsing Surywanshi.
R/o. 44, Pradhan Park Sty.,
M. G. Road, Nashik.

File Name c:\Deed of Declaration Viraj Apt. Nashik DT. 09-06-2021.Doc

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EXHIBIT – B

(See Clause 18)

CHAPTER I

BYE-LAWS OF VIRAJ APARTMENT CONDOMINIUM

1. Short title and application.

1) These Bye-laws may be called the Bye-laws of **VIRAJ APARTMENT** Condominium.

2) The provisions of these Bye-laws apply to the **VIRAJ 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 the regulation set-forth in these Bye-laws.

The mere acquisition or rental or taking or licence of the family units (hereinafter referred to as "units") of the building or mere act of occupancy of any of the said units will signify that these bye-laws are accepted, rectified, and will be complied with.

2. Definitions

(1) In these bye-laws, unless the context requires otherwise-

(a) "Act" means the Maharashtra Apartment Ownership Act, 1970;

(b) "Association" means the Association of all the Apartment Owners constituted by such owners for the purpose of the **VIRAJ APARTMENT** Condominium;

(c) "Board" means a Board of Managers consisting of 3 persons, all of whom shall be owners of apartment in the **VIRAJ APARTMENT** Condominium;

(d) "Building" means, the building located at **Pathardi Shiwar,** bearing **S. No. 324/1/B/3 /1/2 Plot No. 02** admeasuring **325.50 Sq. Mtrs. + Road winding area 31.50 Sq. Mtrs.** total admeasuring area **357.00 Sq. Mtrs. (CTS. No. 7324 admeasuring 436.20 Sq. Mtrs., but as per actual measurement area of the plot 357.00 Sq. Mtrs.)** the building known as **VIRAJ APARTMENT** Condominium, and includes the land forming part thereof;

(e) "Declaration" means the Declaration which the sole owners of the building or all the owners of

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he building have executed and registered as provided in section 2;

(f) "Majority of owners" means those owners holding 52 percent of the votes in accordance with the percentage assigned in the Declaration;

(g) "Owners" or "apartment owner" means the person owning an apartment in the **VIRAJ APARTMENT** Condominium;

(h) "Section" means a section of the Act;

(i) "Unit" means a family unit in the **VIRAJ 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

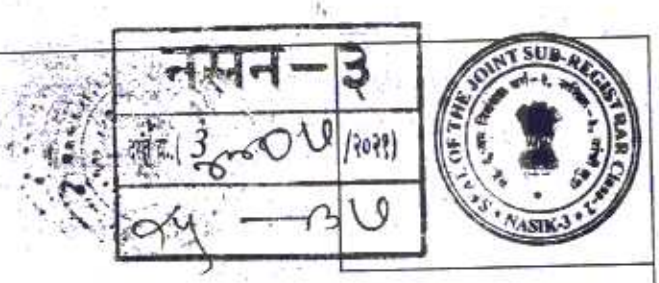
The building located **Pathardi Shiwar,** bearing **S. No. 324/1/B/3/1/2 Plot No. 02** admeasuring **325.50 Sq. Mtrs. + Road winding area 31.50 Sq. Mtrs.** total admeasuring area **357.00 Sq. Mtrs. (CTS. No. 7324 admeasuring 436.20 Sq. Mtrs., but as per actual measurement area of the plot 357.00 Sq. Mtrs.)** Condominium is submitted to the provisions of the Act.

4. Object of the Association.

1) The objects of the Association shall be –
to be and to act as the Association of Apartment Owners of the building called **VIRAJ APARTMENT, Pathardi Shiwar,** bearing **S. No. 324/1/B/3/1/2 Plot No. 02** admeasuring **325.50 Sq. Mtrs. + Road winding area 31.50 Sq. Mtrs.** total admeasuring area **357.00 Sq. Mtrs. (CTS. No. 7324 admeasuring 436.20 Sq. Mtrs., but as per actual measurement area of the plot 357.00 Sq. Mtrs.)** (Hereinafter called "the said building") who have filed their respective Declarations submitting their apartment to the provisions of the Act.

a) To invest or deposit moneys;

b) To provide the 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;



c) To retain and rent or license of possible, suitable portions of the common areas to outsiders for the commercial purpose, and to distribute the common profits left after deducting the common expenses amongst the apartment owners as common profits or accumulate the same for building up a reserve fund.

d) To provide for and do all and any of the matters provided in sub-section (2) of Section 16;

e) 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 installments;

f) To establish any carry on, on its own account, or jointly with individuals or institutions, educational, physical, social and creative activities for the benefit of the apartment owners;

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

h) To do all things necessary or and otherwise provide for their welfare expedient for the attainment of the objects specified in these bye-laws.

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

5. Member of Association

1) All persons who have purchased apartments in the **VIRAJ APARTMENT** Condominium and executed respective Declarations under section 5 submitting their apartments 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.500/- each. Each apartment owner shall receive a copy of the bye-laws as per actual cost of xerox.

2) Upon any apartment owner, selling his apartment or absolutely conveying the same by way of gift under his

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will or otherwise, the purchaser or donee shall automatically become a member of the Association, and shall be admitted as member on payment of the entrance fee of hundred rupees. The shares held by an apartment owner shall be transferred to the name of such purchaser or donee on payment of Five hundred only to the Association.

3) On the death of an apartment owner, his apartment shall be transferred to the person or person to whom the bequests the same by his will, or to the legal representatives of his estate, in case he has not made any specific bequest of 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 **VIRAJ APARTMENT** Condominium as apartment owner or joint apartment owner. 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 the shares of the Association shall be issued in their joint names, but the person whose name stands first in the share certificate shall alone have the right to vote. In case first member not present at that time any other co-owner exercise the power of first member.

7. Holding One Share Compulsory.

Every apartment owner must hold at least one share of Association, (joint apartment owners holding the shares jointly).

8. Disqualification.

No apartment owner shall be entitled to vote on the questions of the election of member 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 of 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

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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 in Declaration.

10. Quorum
Except as otherwise provided in these Bye-laws, the 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 **VIRAJ APARTMENT** Condominium, approving the annual budget, establishing and collecting monthly assessment 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 person.

13. Place of Meetings
Meetings of the association shall be held at suitable place convenient to the owners as may from time to time be designated by the Association.

14. Annual Meetings
The first annual meeting of the association shall be held on June,(date). Thereafter, the annual meetings of the Association shall be held on the 4th (1st , 2nd, 3rd, 4th) (Tuesday, Monday, Tuesday, Wednesday, etc.) of August (month) each succeeding year. At such meetings there shall be elected by ballot of the apartment owners a Board or in accordance with the requirements of Bye-laws. 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 authorised 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 a special meeting except as stated in the notice without the consent of four-fifths of the owners present in person.

16. Notice of Meeting

It shall be 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 to be held, to each apartment owner, at least 2 but not more than 7 days prior to such meeting. The mailing or sending of notice in the manner provided in these Bye -laws shall be considered notice served. Notices of all meeting shall be mailed or sent to the Housing Commissioner, or as the case may be, the registrar.

17. Adjourn Meeting

IF any meeting of owners cannot be organised because a quorum has not attended the owners who are present, may adjourn the meeting to a time not less than forty–eight hours from the time the 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 from a quorum.

18. Order of Business

The order of business at all meetings of the owners of units shall be as follows: -

a) Roll call.
b) Proof of notice of meeting or waiver of notice.
c) Reading of minutes of preceding meeting.
d) Reports of Officers.
e) Report of Housing Commissioner or the Registrar or of the Officer duly authorised by them, if present.
f) Report of Committees.
g) Election of Board.
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.

20. Powers and Duties of the Board

The Board shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all