



CHALLAN
MTR Form Number-6



GRN	MH009030246202122U	BARCODE	Date		22/11/2021-14:33:19	Form ID	55(A)(2)
Department	Inspector General Of Registration		Payer Details				
Type of Payment	Stamp Duty	TAX ID / TAN (If Any)					
	Registration Fee	PAN No.(If Applicable)					
Office Name	NSK6_NASHIK 6 JOINT SUB REGISTRAR	Full Name	Hasmukh Monelal Thakkar				
Location	NASHIK	Flat/Block No.	S. No. 284/2/3/7 Plot No. 7 Sitaram Sedan				
Year	2021-2022 One Time	Premises/Building	Apartment				
Account Head Details		Amount In Rs.					
0030046401 Stamp Duty		100.00	Road/Street	Nashik			
0030063301 Registration Fee		100.00	Area/Locality	Nashik			
			Town/City/District				
			PIN	4 2 2 0 0 1			
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दस्तावेज (e924 / 2021)			SecondPartyName=Shitaram Sedan 1 Apartment-				
9 - 29							
			Amount In	Two Hundred Rupees Only			
		200.00	Words				
Total							
Payment Details		FOR USE IN RECEIVING BANK					
STATE BANK OF INDIA		Bank CIN	Ref. No.	00040572021112285071		CPABFDGKW1	
Cheque-DD Details		Bank Date	RBI Date	22/11/2021-14:24:34		Not Verified with RBI	
Cheque/DD No.		Bank-Branch		STATE BANK OF INDIA			
Name of Bank		Scroll No., Date		Not Verified with Scroll			
Name of Branch							

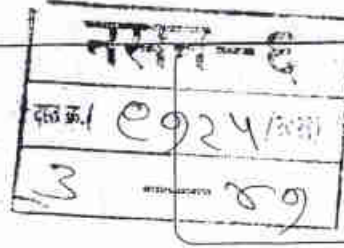
Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
सदर चजन केवल दृश्य निबंध कार्यालय नोदनी कसववाच्या दस्तावेजी लागू आहे. नोदनी न कसववाच्या दस्तावेजी सदर चलन लागू नाही.

J. Mohan

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2211202100729	Date 22/11/2021
Received from Self, Mobile number 9370536266, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Nashik 6 of the District Nashik.	
Payment Details	
Bank Name sblopay	Date 22/11/2021
Bank CIN 10004152021112210683	REF No. 202132627440652
This is computer generated receipt, hence no signature is required.	

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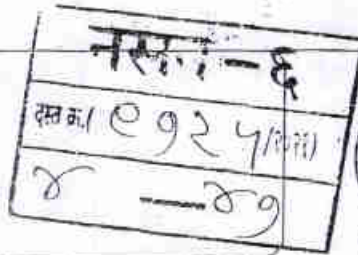
APARTMENT DECLARATION

THIS APARTMENT DECLARATION is made and executed at Nashik on this 23rd day of November in the christian year 2021.

HASMUKE MOHANLAL THAKKAR (SHINGADA) THROUGH PROP. MARUTI CONSTRUCTION Age:- 65 yrs, Occ:- Business, PAN-AAKPT 6964 C, Adhar No.-5035 4163 6415, R/o. Aai Shree, behind Dwarka Hotel, Khodiyar Kutir, Ravindra Vidyalaya Road, Dwarka, Nashik.

Hereinafter referred to as Grantor / Developer (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heir, executor , administrators, assigns etc.) on **ONE PART.**

- 1) The Grantor owns and posses and otherwise well and sufficiently entitled to all that piece and parcel of the land situated at Nashik more particularly described in the schedule written hereunder and hereinafter referred to as the **SAID PROPERTY.**
- 2) **AND WHEREAS** being the owner of the property described in scheuled I (A) the grantor in pursuance to his desire to develop the said property described in Schedule - I (A) thereof had entrusted all the relevant rights, authorities of development in favour of the Grantor - Developer by executing Sale Deed was registered before Sub- Registrar of Nashik -1 as on dtd.29/12/2000 at S.No.16948/2000..
- 3) The Grantor has perepared the building plan, for the construction of **16 and 4 Shops** units the sanction of plan has been obtained to the said building plans, from the Executive Engineer Town Planning Municipal Corporation of Nashik by his order **No.LND/BP/ Nashik/DCR/0453/2018** dated 29/09/2018. The said building plan is attached herewith as Exh. 'A'



(2)

AND WHEREAS the grantor constructed the building as per sanctioned building plan by Municipal Corporation of Nashik. After sight inspection partly completion certificate i.e. First+Second +Third+ Fourt Floor only was issued by Assistant Director of Town Planning, Municipal Corporation of Nashik by his letter No.Outward No/Nanivi/C-1/27731/2021 dated 23/08/2021 and thereafter commercial shops ground floor completion outward No.Nanivi /C-1/27794/2021 dated 3/11/2021.

- 5) The building constructed on the said property consists **Ground Floor + first + Second Floor+ Third Floor + Fourt Floor** in the said building. The Grantor here by constructed independent 16 residential units. The Grantor here by constructed 4 unit at ground floor commercial shops unit and 4 independent residential units on First floor, and 4 independent residential units on Second floor and 4 independent residential units on Third floor and 4 independent residential units on Fourth floor independent residential units each unit will be capable of an individual utilization, on account of their own exit to the common area and facilities, and the building and the said independent units are hereafter termed as the said apartment and to be constructed by the Grantor with an intention to sell the said apartment to different owners, each owner obtaining a particular and exclusive property right thereto and each apartment constitutes the heritable and transferable immovable property, within the meaning of any law, for the time being in force, in the state (hereinafter referred to as a "FAMILY UNIT") And also undivided interest in the general and restricted common area and facilities of the building, as listed in the Deed for their adequate use and enjoyment , and hereinafter referred to as "GENERAL AND COMMON AREAS FACILITIES" all of the above in accordance with the Maharashtra Apartment Ownership Act,1970.
- 7) That the Grantor developer has constructed the aforesaid building total residential Unit 16 (Nine) and the total area of the said



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building i.e.799.84 sq. mtrs builtup and Four Shops Ground Floor total adm area 74.12 sq.mtrs builtup having total area 873.96 (As per completion Certificate given by N.M.C.) every independent residential unit is for residential purpose and restricted for any another purpose. Area of each General or Family Unit Restricted common areas and facilities

- 8) That this condominium shall be known units residential and common areas facilities of the building will be as follows :-

RESIDENTIAL UNITS
SITARAM SADAN-1 APARTMENT

I) AREA DETAILS :-

In the said building there are Ground Floor, First Floor, Second floor, Third Floor and Fourth Floor . There are 4 independent commercial shop units, 16 independent Family units of Apartment . The said family units are mentioned as under

GROUND FLOOR

Sr.No.	Shop No.	Name of Unit Owner	Area in sq. mtrs Carpet Area	Builtup Area sq.mtrs
1	1	Unsold	16.73	18.53
2	2	Unsold	16.73	18.53
3	3	Unsold	16.73	18.53
4	4.	Unsold	16.73	18.53

FIRST FLOOR

Sr.No.	Flat No.	As per Build. Plan Flat No.	Name of Flat Owner	Carpet Area in Sq.mtr.	Builtup Area in sq. mtrs
1	101	01	Sarla Sanjay Patil Amol Sanjay Patil	47.21	56.65
2	102	02	Tushar Namdeo Jadhav	47.21	56.65
3.	103	03	Uma Rajdhar Kalamkar Rajdhar Abhiman Kalamkar	46.00	55.20
4	104	04	Unsold	46.00	55.20

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SECOND FLOOR

Sr.No	Flat No.	As per Build. Plan Flat No.	Name of Flat Owner	Carpet Area in Sq.mtr.	Builtup Area in sq. mtrs
5	201	05	Savita Shashikant Pawar Shashikant Bhaskar Pawar	47.21	56.65
6.	202	06	Vivek Rameshrao Paithane Shubhangi Vivek Patithane	47.21	56.65
7.	203	07	Madhuri Sagar Somwanshi Sagar Sudhakar Somwanshi	46.00	55.20
08	204	08	Meena Digmaber Shete Digamber Balasaheb Shete	46.00	55.20

THIRD FLOOR

Sr.No	Flat No.	As per Build. Plan Flat No.	Name of Flat Owner	Carpet Area in Sq.mtr.	Builtup Area in sq. mtrs
9	301	09	Sudhir Parashram Padghan Pratibha Dnyanba Khillare	47.21	56.65
10.	302	10	Raju Sitaram Sawale Shubhangi Ashok Pandit @ Shubhangi Raju Sawale	47.21	56.65
11.	303	11	Unsold	46.00	55.20
12	304	12	Unsold	46.00	55.20

FOURTH FLOOR

Sr.No	Flat No.	As per Build. Plan Flat No.	Name of Flat Owner	Carpet Area in Sq.mtr.	Builtup Area in sq. mtrs
13	401	13	Ninad Chandhrashekhar Joshi	47.21	56.65
14.	402	14	Unsold	47.21	56.65
15.	403	15	Unsold	46.00	55.20
16	404	16	Unsold	46.00	55.20

The proportionate share in the common areas and facilities of each of the apartment is given as per the description given here under. Each Commercial and family unit is equipped with Common water connec-

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tion and separate electricity connection along with all internal and common amenities. The measurement of the said family units/flats is on the built up basis and the owners of the said family units confirm the said area. Each commercial/ family unit as an apartment, having the area and shape as specifically shown in Exh. 'A' Plan having boundaries thereof and entrance and access thereof, as shown in the Exh. 'A'.

II) COMMON AREAS AND FACILITIES.

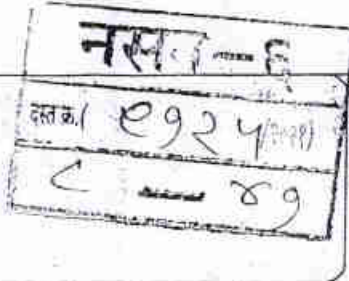
The following described areas and facilities will be treated as properties of all the commercial / family unit owners and each commercial / family unit owners will have their interest and right in the said common areas and facilities, proportionate to their ownership percentage as described in detail hereto. The particulars of the said common areas and facilities are as follows -

- a) The staircase available to the building
- b) The overhead water tank placed on the top of the building.
- c) The underground water tank, constructed on the ground space along with electrical motor fitting and plumbing system thereof.
- d) Plumbing networks through out the building.
- e) Electric wiring at all the common spaces and up to the entrance of each family unit, along with main electrical supply up to the meter box.
- f) The water connection from Municipal Corporation of Nashik.
- g) The foundation columns and roofs along with all common walls, as shown on the plan Exh. 'A'.

III) RESTRICTED COMMON AREAS :-

- a) That the parking area will be allotted common to each owners of the commercial and residential unit..
- b) The respective parking, terrace space as mentioned in the agreement of sale of the shop / office / flat shall be used and enjoyed by the said owners only.
- c) Staircase are provided in the building shall be exclusively owned by the owners.

- 7 A) That right, title and interest of each of a family units of the said building will be decided and calculated on the basis of the following mentioned percentage of ownership. And in case decision required to be taken in respect of any issue relating to the said building, each family unit owners will have the voting right, as per the percentage of voting, mentioned hereunder :-



" SITARAM SADAN -1 APARTMENT".

SNo.	Shop No	Name of the Shop Owner	Bit Area sq.mtr.	Voting Right	Ownership Right
1	1	Unsold	18.53	1.94%	1.94%
2	2	Unsold	18.53	1.94%	1.94%
3	3	Unsold	18.53	1.94%	1.94%
4	4	Unsold	18.53	1.94%	1.94%

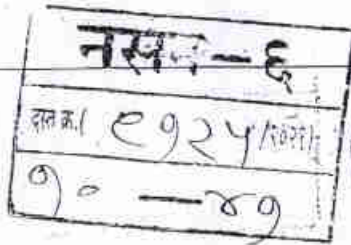
SNo.	Flat No.	Bld. Plan FNo.	Name of the Flat Owner	Built up Area sq.mtr.	Voting Right	Ownership Right
1	101	01	Sarla Sanjay Patil Amol Sanjay Patil	56.65	5.84%	5.84%
2	102	02	Tushar Namdeo Jadhav	56.65	5.84%	5.84%
3	103	03	Uma Rajdhar Kalamkar Rajdhar Abhirman Kalamkar	55.20	5.69%	5.69%
4	104	04	Unsold	55.20	5.69%	5.69%
5	201	05	Savita Shashikant Pawar Shashikant Bhaskar Pawar	56.65	5.84%	5.84%
6	202	06	Vivek Rameshrao Paithane Shubhangi Vivek Patithane	56.65	5.84%	5.84%
7	203	07	Madhuri Sagar Somwanshi Sagar Sudhakar Somwanshi	55.20	5.69%	5.69%
08	204	08	Meena Digmaber Shete Digamber Balasaheb Shete	55.20	5.69%	5.69%
9	301	09	Sudhir Parashram Padghan Pratibha Dnyanba Khillare	56.65	5.84%	5.84%
10	302	10	Raju Sitaram Sawale Shubhangi Ashok Pandit @ Shubhangi Raju Sawale	56.65	5.84%	5.84%
11	303	11	Unsold	55.20	5.69%	5.69%
12	304	12	Unsold	55.20	5.69%	5.69%
13	401	13	Ninad Chandhrashekhar Joshi	56.65	5.84%	5.84%
14	402	14	Unsold	56.65	5.84%	5.84%
15	403	15	Unsold	55.20	5.69%	5.69%
16	404	16	Unsold	55.20	5.69%	5.69%
					100%	100%

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- B) Proportionate representation for voting purpose, as provided herein above, may be limited in accordance with the provisions of the bye laws attached hereto at Exh ' B'
- C) Apartment and percentage of undivided interest, in the common areas and facilities appertaining to the apartments are not encumbered in any manner whatsoever on the date of declaration.
- 9) The above mentioned commercial & family units are agreed to be sold to the respective owners by the said Grantors, on the execution of the Agreement by Sale /Sale Deed for the Costs of the Unit, having particulars as follows

Unit	Name of Unit/Shop Owner	Date of Reg.	Reg.No.	Reg. Off.	Cost of Unit
1	Unsold	—	—	—	—
2	Unsold	—	—	—	—
3	Unsold	—	—	—	—
4	Unsold	—	—	—	—
F.No.	Name of the Flat Owner	Date of Reg.	Reg.No.	Reg. Off.	Cost of Unit
1	Sarla Sanjay Patil Amol Sanjay Patil	24/12/2020	8676	NSK-1	19,89,400/-
2	Tushar Namdeo Jadhav	09/07/2021	5371	NSK-1	20,20,000/-
3	Uma Rajdhar Kalamkar Rajdhar Abhiman Kalamkar	09/07/2021	5372	NSK-1	19,03,800/-
4	Unsold	—	—	—	—
5	Savita Shashikant Pawar Shashikant Bhaskar Pawar	11/03/2020	2099	NSK-1	19,77,100/-
6	Vivek Ramesh Rao Patihane Shubhangi Vivek Patihane	20/12/2020	8677	NSK-1	19,50,000/-
7	Madhuri Sagar Somwanshi Sagar Sudhakar Somwanshi	27/10/2021	10652	NSK-5	19,71,000/-
8	Meena Digambar Shete Digambar Balasaheb Shete	23/08/2021	6689	NSK-1	19,51,000/-
9	Sudhir Parashram Padghan Pratibha Dnyanba Khillare	12/12/2020	8012	NSK-1	19,65,000/-
10	Raju Sitaram Sawale Shubhangi Ashok Pandit @ Shubhangi Raju Sawale	18/03/2021	2709	NSK-1	19,89,400/-
11	Unsold	—	—	—	—
12	Unsold	—	—	—	—
13	Ninad Chandhrashekhar Joshi	24/08/2020	4508	NSK-1	19,97,800/-
14	Unsold	—	—	—	—
15	Unsold	—	—	—	—
16	Unsold	—	—	—	—



- 10) The said scheme of "SITARAM SADAN-1 APARTMENT" Building condominium is hereby declared as per the provisions of Maharashtra Apartment Act, 1970, that the interest and the title of each commercial & family owner is described in details and also the common areas and facilities are described in details and also the common and facilities are described in details. In the said scheme, for the administration of "SITARAM SADAN-1 APARTMENT" bye laws are provided as per Exh - B
- 11) For the purpose of stamp Duty and registration fees and for the registration fees and for the registratoin Deed of Apartment, U/s 13 (5) of the said Act.
The said property has described in Schedule A is the terms of Maharashtra Apartments Flats (Regulation & Construction, Sale, Management and Transfer Act 1963 ownership Act, Maha. Act. No. XY of 1971) and Reported subject to condition similarly according to the prevailing Maharashtra Real Estate Regulation Authority Act (RERA), the building of Sitaram Sadan -1 has been registered with RERA authority and the registration certificate of the project has been issued and its registration number is P51600020615.
- 12) 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.
- 13) 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.
- 14) That the undivided interest in the general and/ or restricted common areas and facilities shall not be separated from the commercial & family and residential unit to which it appertains and shall be deemed to be conveyed is not expressly mentioned or described in the conveyance or other instruments.

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- (9)
- 15) That each apartment owner shall comply with the provision 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 provision , decisions of resolution , shall background for an action to recover sums, due for damages, or for injunctive relief.
 - 16) That the dedication fo 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 removal of the property from the plan by duly registered instruments.
 - 17) 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 of he general and / or restricted common areas and facilities or by abandonment of his family unit.
 - 18) All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any commercial & family unit shall constitute a charge on such family unit prior to all other charges 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 frist mortgage of the apartment.
 - 19) That if the property, subject to the plant 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.
 - 20) That in a voluntary conveyance of a commerical & family unit the grantee of the unit shall be jointly and severally liable with the Grantors 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 grantees's rights to recover from the Grantors the amounts paid

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by the grantee therefor. 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 forth the amount of the unpaid assessments against the grantors due to association, as the case may be, setting forth the amount of the unpaid assessments against the Grantors due to the Association and such grantee shall not be liable for, nor shall the commercial & family unit conveyed be subject to a charge for, any unpaid assessment made by the Association of Apartment Owners against the Grantors in excess of the amount therein, set - forth.

SCHEDULE PROPERTY

Description of Property:-All that pieces and parcel of the land situated at **Village Nashik**, within the limits of Nashik Municipal Corporation and Registration and Sub- Registration District of Nashik, Taluka and District of Nashik land bearing **Survey No.284/2/3/7** out of **Plot No.07** Total Adm. Area **504.00 sq.mtrs Assessed Rs.332.64 Ps.** bounded as shown below -

East : Plot No. 10 and 11
West : 18.00 Mtr. D.P. Road
South : Plot No.8
North : Plot No.6

DECLARANT/ GRANTOR/OWNER HAVE HERETO SET THEIR RESPECTIVE HANDS ON THIS DAY OF THE MONTH AND YEAR ABOVE MENTIONED.

SIGNED SEALED AND DELIVERED BY
within named

H. Mohanlal



HASMU KH MOHANLAL THAKKAR (SHINGADA)
THROUGH PROP. MARUTI CONSTRUCTION
(GRANTOR/OWNER)



IN PRESENCE OF WITNESSES

1. *Hari J. Naungase*

[Signature]

2. *Atul Bhawker*

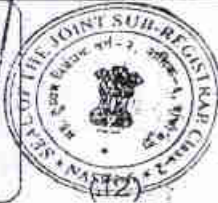
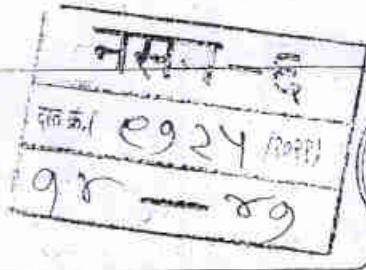
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EXHIBIT - B
(See Clause 18)
CHAPTER I

BYE - LAWS OF " SITARAM SADAN-1 APARTMENT " CONDOMINIUM

- 1) Short title and application.
 - 1) These bye-laws may be called the Bye-Laws of " SITARAM SADAN-1 APARTMENT " Condominium.
 - 2) The provision of these by laws apply to the " SITARAM SADAN-1 APARTMENT " condominium.
All present or future owners , 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 commercial & 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) Defination
 - (1) In these bye-laws, unless the context required otherwise :-
 - a) "Act" means the Maharastra Apartment Ownership Act 1970.
 - b) "Association" means the Associatin of all the Apartment Owners constituted by such owners for the purpose of the " SITARAM SADAN-1 APARTMENT " Condominium.
 - c) "Board" means a Board of Managers consisting of 5 persons , all of whom shall be owners of apratment in the " SITARAM SADAN-1 APARTMENT " Apartment Condominium.
 - d) "Building means, the building located at Nashik, Nashik within Mu-



municipal Corporation of Nashik and Urban agglomeration limits situated at Adgaon, Nashik Survey No.284/2/3/7 out of Plot No.07 Total Adm. Area 504.00 sq.mtrs Assessed Rs.332.64 Ps. known as the " **SITARAM SADAN-1 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 the 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 " **SITARAM SADAN-1 APARTMENT** " Condominium;
- h) "Section means a section of the Act;
- i) "Unit" means a commercial & family unit in the " **SITARAM SADAN-1 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 meaning respectively assigned to them in the Act.]

2) **Apartment Ownership**

The Building located at Nashik, Tal-Dist-Nashik known as " **SITARAM SADAN-1 APARTMENT** " condominium is submitted to the provision of the Act.

4) **Object of the Association**

1) The object of the association shall be-

- a) To be and to act as the Association of Apartment Owners of the

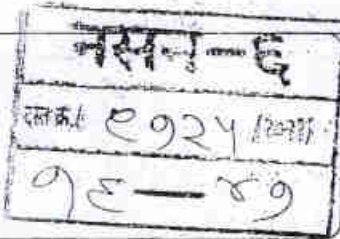
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building called " **SITARAM SADAN-1 APARTMENT** " within Municipal Corporation of Nashik and Urban agglomeration limits at Nashik (Hereinafter called " the said building" who have filed their respective Declaration submitting their apartment to the provisions of the Act.

- b) To invest or deposit moneys;
- c) 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;
- d) To retain and rent or licence of possible , suitable portion of the commons 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.
- e) To provide for and of all and any of the matters provided in sub section(2) of section 16;
- f) To advance with the consent of the apartment owners , any short term loans to any apartment owners in case of any emergent thereof in lump sum or in installments.
- g) To establish any carry on, its own account, or jointly with individuals or institutions, educational, physical, social and creative activities for the benefit of the apartment owners;
- h) To frame rules, with the approval of the general meeting of the Association and after consulting the competent authority and may establish a provident fund and gratuity fund, if necessary, for the benefit of the employees of the Association;
- i) 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 object without duly amending the provision of these bye-laws for the purpose
- 5) Member of Association
 - 1) All persons who have purchased apartments in the "SITARAM SADAN-1 APARTMENT" Condominium and executed respective Declaration 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 500/- rupee as entrance fee and may purchase as least one share of the face value of Rs.1000/- each. Each apartment owner shall receive a copy of the bye laws on payment of one rupee.
 - 2) Upon any apartment owner, selling his apartment or absolute conveying the same by way of gift under his will or otherwise, the purchase or donee shall automatically become a member of the Association, and shall be admitted as member on payment of the entrance fee of 500/- rupee. The shares half by an apartment owner shall be transferred to the name of such purchase or donee on payment of 5,000/- rupee to the Association.
 - 3) On the death of an apartment owner, his apartment shall transferred to the person or person 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 apartment. The name of the legatee or the names of the legal representative jointly shall be entered in the register of apartment owners maintained by the Secretary for the purpose of administration of the "SITARAM SADAN-1 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.

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6) Joint Apartment Owners

Where an apartment has been purchased by two or more persons jointly, they shall be 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.

7) Holding One share Compulsory.

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

8) Disqualification

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

9) Voting

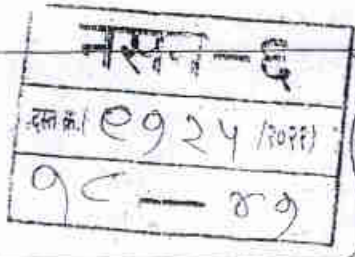
Voting shall be on percentage basis, and the percentage of the vote family unit or units in declaration.

10) Quorum

Except as otherwise provided in these bye - laws, the presence in persons 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 " **SITARAM SADAN-1 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 Associations shall require approval by majority of owners, casting votes in person.

13) Place of Meetings

Meeting 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 Meeting

The first annual meeting of the association shall be held on 31/03 / 2019 (date) . Thereafter , the annual meeting of the Association shall be held on the 4th (1st , 2 nd, 3rd, 4th) Tuesday (Monday, Tuesday, Wednesday, etc.) of August (month) each succeeding year. At such meeting 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 meetings of the apartment owners as directed by a resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the Secretary, or at the request of the Housing Commissioner , or as the case may be, the Registrar or any Officer duly authorized by him in this behalf . The notice of any special

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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 notice of each annual or special meetings, 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 this bye laws shall be considered notice served. Notice of all meeting shall be mailed or send to the Housing Commissioner, or as the case may be, the registrar.

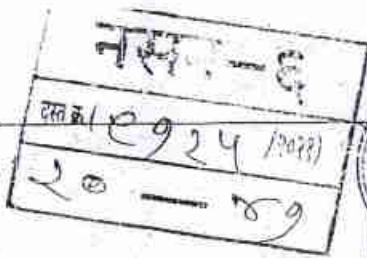
17) Adjourn Meeting

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 form 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 Housing Commissioner or the Registrar or of the Officer duly authorized by them, if present.
- f) Report of Committees.
- g) Election of Board.
- h) Unfinished Business, if any.



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i) New business.

23) Election and Term of Office

At the first annual meeting of the association, the term of office up to Managers shall be fixed for three years. The term of office of two Managers shall be fixed at two years, and the term of office of one Manager shall be fixed at one year. At expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of three years. The Managers shall hold office until their successors have been elected and hold their first meeting. (If a large Board is contemplated, the term 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 the removal of a Manager by a vote of the Association shall be filled by the vote of the majority of the remaining Managers, even though they may constitute less than a quorum, and each person so elected shall be Manager until a successor is elected at the next annual meeting of the Association.

25) Removal Managers

At any regular or special meeting duly called any one more of the Managers may be removed with or without cause by a majority of the Apartment owners and a successor may then and there be elected to fill the vacancy thus created. Any Manager whose removal has been proposed by the owners shall be given an opportunity to be heard by the meeting.

26) Organization Meeting

The first meeting of a newly elected Board shall be held within ten days of election at such place as shall be fixed by the Managers at the meeting at which such Managers were elected and no notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

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27) Regular Meeting

Regular Meeting of the Board may be held at such time and place as shall be determined, from to time, by a majority of Managers, but at least to such meeting shall be held during each year. Notice of regular meeting of the Board shall be given to each managers, personally or by mail, or telegraph, at the least three days prior to the day named for such meeting.

28) Special Meeting ;

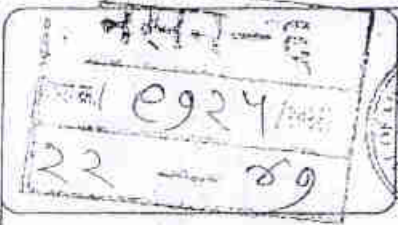
Special meeting of the Board may be called by the president on three days notice to each Managers, given personally or by mail or telegraph, which notice shall state the time, place (as here in above provided) and purpose of the meeting. Special meeting of the Board shall be called by the president or secretary in like manner and on like notice on the written request of at least three Managers.

29) Waiver of Notice

Before or at any meeting of the Board any managers, may, in writing, waive notice of such meeting, 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 time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

30) Quorum

At all meeting of the Board, on third of the total strength of the Managers shall constitute a quorum for the transaction of business, and the ~~act~~ of the Managers present at meeting at which quorum is present shall be the act of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourn the meeting, any business which might have



been transacted at the meeting as originally called may be transacted without further notice, provided there is a quorum present.

31) Fidelity Bonds

The Board may require that all Officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bond. The premiums on such bonds shall be paid by the Association.

**CHAPTER V
OFFICERS**

32) Designation

The principal officers of the Association shall be president, a vice president, a secretary and a Treasurer, all of whom shall be elected by and from the Board. The Board may appoint an Assistant Treasurer, and an Assistant Secretary, and such other Officers as in their judgement may be necessary. In the case of Association of one hundred owners or less, the office treasurer and secretary may be filled by the same person.

33) Election Officers

The officers of the Association shall be elected by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

34) Removal Officers

Upon affirmative vote majority of the members of the Board any officers may be removed, either with or without cause, and his successor 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 Chief Executive Officers of the Association. He shall preside at all meeting of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of an Association,