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TEN: The said scheme of the "RUTURAJ APARTMENT" CONDOMINIUM" is hereby declared as per the provisions of The Maharashtra Apartment Ownership Act. 1970 & that the interest & title of each family unit owner is described, in detail, & the said scheme, for the purpose of administration of the said "RUTURAJ APARTMENT" CONDOMINIUM" by-laws are provided at Ext-B, written hereunder.

ELEVEN: That for the purpose of stamp duty and registration fees to be imposed on the registration of Deed of Apartment U/s 13(5) of the Maharashtra Ownership of Apartment Act-1970, the value of the "RUTURAJ APARTMENT" Condominium" has been consideration as per Agreements of Flat out of the said Building. That for the purpose of Registration of this Deed of Declaration Stamp of Rs. 100/- is used.

TWELVE: That the said common areas & facilities and/or restricted areas & facilities shall remain undivided & no family unit/ apartment owner shall bring any action for partition or division thereof.

THIRTEEN: That the percentage of undivided interest in the said common areas & facilities & restricted areas & facilities established herein shall not be changed, except with the unanimous consent of all the apartment owners expressed in an amendment to this deed, duly registered.

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

FIFTEEN: That such apartment owner shall with the provisions of this deed, the bye-laws, the decisions and resolutions of the association of the apartment owners or its representatives, & failure to comply with any provisions, decisions, resolutions, shall be a ground for an action to recover sums, due for damages or for injunctive relief.

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SIXTEEN: 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 or any of the provisions herein amended, unless all the apartment owners and the mortgages of any of the units unanimously agree to such revocation or amendment or removal of the property from the plan by a duly registered instrument.

SEVENTEEN: That no apartment owner of a family unit may exempt himself or herself from the liability of his/her contribution towards the common expenses by waiver of the use of enjoyment of any of the said common areas & facilities & or restricted areas & facilities or by abandonment of his/her family unit.

EIGHTEEN: All the 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 charges except only.

- a) Charge, if any on the family unit for the payment of Government or Municipal taxes or both.
- b) All sums unpaid on a first mortgage of the apartment.

NINETEEN: That, if the subjected 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 Ownership Act-1970.

TWENTY: That in a voluntary conveyance of a family unit the grantee of the unit shall be jointly & severally liable with the grantor for all unpaid assessment by the association of apartment owners against the latter for his/her share of the common expenses up to the time of the grant of conveyance without any prejudice to the grantee's right to recover from the grantor, the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the manager or board of managers of associations, as the case may be, setting forth the amount of the unpaid assessment against the grantor due to the grantee. Such grantee shall not be liable, nor shall the family unit conveyed be liable for any unpaid assessment made by the association of

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apartment owners against the Grantor Developer or the Grantor Owner in excess of the amount therein set-forth.

SCHEDULE - I

(Description of the Landed property)

All that piece and parcel of Non Agricultural Plot bearing No. 11 bearing Survey No. 91/2 area admeasuring 400.00 Sq. Meters, Situated at Village PANCHAK, Taluka and District NASHIK having City Survey No. 1732 and as per City Survey Record having area 426.60 Sq. Mtrs. within the registration and sub registration Nashik and within jurisdiction of Nashik and bounded as follows:

On or towards East : 18 Mtrs. wide D.P. Road.

On or toward West : Plot No 10.

On or towards South : 9 Mtrs. wide Colony Road.

On or towards North : 9 Mtrs. wide Colony Road.

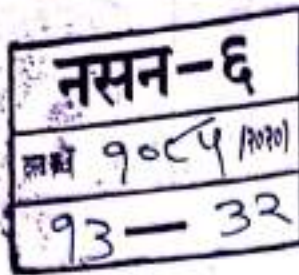
Together with all things lying or being under, upon embedded, in or attached to earth right of way & all easementary rights pertaining thereof.

SCHEDULE - II

Description of Family Units.

The description of all the family units situated in the "RUTURAJ APARTMENT" Condominium" Nashik is as follows:

FLOOR NO.	FAMILY UNIT NO.	DESCRIPTION OF THE FAMILY UNIT	ASSESS TO FAMILY ROOM FROM STARE CASE / SIDE.
GROUND FLR		Common Parking Area	East
1st FLOOR	Apartment No. 1	2R+K+T+B+4BL	West
	Apartment No. 2	2R+K+T+B+3BL	West
	Apartment No. 3	3R+K+T+B+3BL	North
2nd FLOOR	Apartment No.	2R+K+T+B+4BL	West



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	Apartment No. 5	2R+K+T+B+3BL	West
	Apartment No. 6	3R+K+T+B+3BL	North
3rd FLOOR	Apartment No. 7	2R+K+T+B+4BL	West
	Apartment No. 8	2R+K+T+B+3BL	West
	Apartment No. 9	3R+K+T+B+3BL	North
4th FLOOR	Apartment No. 10	2R+K+T+B+4BL	West
	Apartment No. 11	2R+K+T+B+3BL	West
	Apartment No. 12	3R+K+T+B+3BL	North

Boundaries off all above described family units are as per the building plan at 'Exhibit-A' attached herewith.

Note: In the column of "Description of Family Units" above the abbreviations have following meaning R-Room, K-Kitchen, B-Bath, W.C.- Western Commode, T- Toilet, BL- Balcony, TR-Terrace/Terraces. Each family unit shall be provided with amenities as mentioned in the schedule of each Agreement for Sale of the respective family unit In case of any difference of opinion and/or any dispute in respect of aforesaid description of family unit, the approved building plan attached herewith shall prevail & shall binding & conclusive upon the purchaser.

EXHIBIT-B

BYE- LAWS OF THE

"RUTURAJ APARTMENT - AN APARTMENT CONDOMINIUM"

CHAPTER - I

1) Short Title and Application:

These Bye-Laws shall be called as the Bye-Laws of "RUTURAJ APARTMENT" Condominium". All provisions of these bye-laws apply

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to "RUTURAJ APARTMENT" Condominium" All the present or future owner/owners/tenants or their employees or any other persons who might use the facility if the building in any manner, are subject to the regulations set forth in these byelaws. Mere acquisition or rental or taking of license of any of the units (hereinafter referred to as "Unit") of the building or mere act of occupancy of any of the said units will signify that these byelaws are accepted, ratified and shall be complied with.

2) Definition:

- i) 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 apartments owners constitute by such owners for the purpose of administration of the "RUTURAJ APARTMENT" Condominium"
- (c) "BOARD" means a board of managers consisting of 3 persons, all of whom shall be owners of apartment in the "RUTURAJ APARTMENT" Condominium"
- (d) "BUILDING" means the building located on the plot property described in the Schedule-I written hereinabove & know as the "RUTURAJ APARTMENT" Condominium" or any part thereof.
- (e) "DECLARATION" means a declaration which the sole owner of the building or all the owners of the building have executed and registered, as provided in the section 2.
- (f) "MAJORITY OF THE OWNERS" mean those owners holding 51% of the votes in accordance with the percentage assigned in the declaration.
- (g) "OWNER" OR "APARTMENT OWNER" means a person owning an apartment in the "RUTURAJ APARTMENT" Condominium"
- (h) "SECTION" means a section of the act.
- (i) "UNIT" means a commercial "UNIT IN "RUTURAJ APARTMENT" Condominium"

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- (i) "REGISTRAR" means the registrar of Co-operative Societies.
- (ii) Words & expressions used in these bye-laws, but not defined herein, shall have the meaning respectively assigned to them in the act.
- 3). **Apartment Ownership:** The building located on plot properly described in detail in the Schedule -I hereinabove and known "RUTURAJ APARTMENT" Condominium" is submitted to the provision of the Act.
- 4) **Objects of the Associations:**
 - a) To be & to act as the association of apartment owners of the building known as "RUTURAJ APARTMENT" Condominium" constructed on plot property described in Schedule-I hereinabove (hereinafter called as said building) who have filed their respective declarations submitting their apartment to the provisions of the Act.
 - b) To invest or deposit moneys.
 - c) To provide maintenance, repair and replacement of the said common areas and facilities by contribution from the apartment owners and if necessary, by raising loans for that purpose.
 - d) To retain & rent or license, if possible, suitable portions of the common areas to outsiders for commercial purposes & 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 & do all or any of the matters provided in subsection (2) of section 16.
 - f) To advance with the consent of the apartment owners, any short term loan to any emergent necessity & to provide for repayment thereof in lump sum or in installments.
 - g) To establish & carry on its own account or jointly with individual, physical, social & re-creative activities for the benefit of the apartment owners.

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- h) To frame with the approval of the general meeting of the association & after consulting the competent authority & may establish a provident fund gratuity fund, if necessary for the benefit of the association.
- i) To do all things necessary or any otherwise provided for their welfare, expedient for the attainment of the objects, specified in these bye-laws.
- ii) The association shall not act beyond the scope of its objects, without duly amending the provisions of these bye-laws for the purpose.
- 5) **Members of association:**
- i) All persons who have purchased apartment in "RUTURAJ APARTMENT" Condominium" & executed their respective declaration us/5 submitting their apartments to the provisions of the act shall automatically be the members of the association & shall pay the sum of Rs.1 as entrance fee and may purchase at least. 1 share of the face value of Rs. 250/- each. Each apartment owner shall receive a copy of the bye-laws on payment of Rs. 1/-
- ii) Upon any apartment owner sell in his apartment or absolutely conveying the same by way of gift under his will or other, the purchaser or donee shall automatically become a member of the association & shall be admitted as a member on payment of the entrance fee of one rupee. The shares held by an apartment owner shall be transferred to the name of such purchaser or donee on payment of one rupee to the association.

CHAPTER - III ADMINISTRATION

- 12) **Powers & duties of association:**
- Association will have the responsibility of administering the "RUTURAJ APARTMENT" Condominium" establishing and collecting monthly assessment and arranging for the management of the condominium in an

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efficient manner. Except, as otherwise provided resolutions 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 meeting:**

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

14) **Annual Meeting:**

The first meeting of the association shall be held on 20 March, 2013. Thereafter annual meetings of the association shall be held on the first Sunday of September of each year. At such meetings, there shall be elected by ballot of the apartment owners, a board of managers, in accordance with the requirements of byelaw. 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 the President to call a special meeting of the apartment owners, as directed by the resolution of the board or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of such meeting shall state the time & place of the meeting and the purpose of meeting.

16) **Notice of Meeting:**

It shall be the duty of the Secretary to mail or send a notice of each annual or special meeting stating purpose of the meeting, time, place, date, and agenda of the meeting to each apartment owner at least 8 days before meeting.

17) **Adjourned Meeting:**

If any meeting cannot be organized because of any reason, such meeting shall be adjourned for 48 hours from the time when the original meeting was called for.

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18) Order of Business:

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

- Roll Call.
- Proof of notice of meeting or waiver of notice.
- Reading of minutes of preceding meeting.
- Report of Officers.
- Report of the Housing Commissioner or the Registrar or of the Officer duly authorized by them, if present.
- Report of Committees.
- Election of Committees.
- Unfinished Business, if any.
- New business.

19) Management of Association:

The board of managers shall have the powers & duties necessary for the administration of the affairs of the association, as required by the bye-laws of the association.

20) Other Duties:

The board shall have following other duties, in addition to that as specified in the bye-laws of the association.

- Care, upkeep, surveillance of the association's property
- Collection of monthly assessment from the owners.
- To provide for audits & accounts of the association.
- To sanction working expenses, count cash balance & deal with;
- To hear & deal with the complaints of the occupants.

21) Appointment of Manager:

The board may employ manager a such compensation as determined by the board, to perform such duties & services as the board shall authorize including, but not limited to the duties in the bye-law no. 20.

22) Election & Terms of an Officer:



At the 1st annual general meeting of association, the term of office of manager shall be fixed for a term of 5 years & at the expiry of his period successor shall be elected to serve the association.

23) **Vacancies:**

Vacancies in the board caused by any reason shall be filled in by vote of majority.

24) **Removal of managers:**

At any regular or special meeting manager may be removed with or without cause, by a majority by a majority of the apartment owners & his successor may be elected in the same meeting by majority.;

25) **Quorum:**

At all meetings of the board 1/3rd of the total strength of the owners shall constitute a quorum of the meeting without such quorum shall be adjourned.

26) **Waiver of Notice:**

Before or at any meeting of the Board any Manager, 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 waiver of notice, by him of the 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.

27) **Fidelity Bonds:**

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

CHAPTER-V

OFFICERS

28) **Designations:**

The principal officer of the said association shall be a President, Vice-President, a Secretary & a Treasure. These members of association shall be elected by the board. The board may appoint any additional officers for smooth functioning of work of the association.

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- 29) The officers of the association shall be elected annually by the board of the organization of each new board & shall hold offices at the pleasure of the board.
- 30) **Removal of officers:**
Upon vote of majority of the members of the board any officer may be removed either with or without any reason & his successor shall be elected in the same meeting with majority.
- 31) **President:**
The President shall be the chief executive officer of the association. He shall preside at all the meetings of the association & of the board. He shall have all the special powers & duties which are usually vested in the office of a President of an association.
- 32) **Vice-President:**
The Vice-President of the association shall take place of the President in his absence & shall assist the President in his work while at the meeting or outside.
- 33) **Secretary:**
The Secretary shall keep the minutes of all the meetings of the board & papers of the association and shall perform the entire duties incidental to the office of the Secretary.
- 34) **Treasurer:**
The Treasurer shall be responsible for the association's funds, securities, money as well as for the true and correct account of the said.

CHAPTER-VI

Obligations Of The Apartment Owners

- 36) **Assessment:**
All the owners are obliged to pay monthly assessment imposed by the association to meet all expenses relating to the association.