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Wednesday, January 29, 2020
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पावती

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नोंदणी क्रं. 39म
Regn. 39M

पावती क्रं.: 638 दिनांक: 29/01/2020

सादरचे नाव: रहाटगांव
दस्तऐवजाचा अनुक्रमांक: अरन3-516-2020
दस्तऐवजाचा प्रकार : 65-चुक दुरुस्ती पत्र
सादर करणाऱ्याचे नाव: . . श्री गजानन असोसिएट्स तर्फे भागीदार श्री प्रविण साहेबराव महल्ले

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 1040.00
पृष्ठांची संख्या: 52	
एकूण:	रु. 1140.00

दस्त परत केला

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Joint Sub Registrar Amaravati III

बाजार मूल्य: 0.0
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दस्तासोबत जोडलेले मुद्रांक शुल्क : रु. 500/-

[illegible]
मोबदला प्रकार : eChallan (रक्कम): रु.100/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH011 96262019308 दिनांक: 29/01/2020
[illegible]
[illegible] प्रकार : DHC (रक्कम): रु.1040/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2001 0020005815 दिनांक: 29/01/2020
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महाराष्ट्र MAHARASHTRA ◐ 2019 ◐ VV 710836

जोडपत्र-२

१. मुद्रांक विक्री नोंदवही अनुक्रमांक.....६८८८.....दिनांक.....५/१२/२०१९

२. दस्ताचा प्रकार.....D.O.I.....

३. इस्ट नोंदणी करणार आहे काय. ------ होय / ~~नाही~~

४. मिळकतीचे नोंदणीस सादर.....—.....

५. मुद्रांक विकत घेणाऱ्याचे नाव व पत्ता श्री. गजानन मेमाणे (एच.यु.एफ.)

६. इतर अक्षरी

७. मुद्रांक शुल्क

८.

९. १७५—

सुधीर रा. काळमेघ
मुद्रांक विक्रेता, कॅम्प, अम.
ला.नं.७/१९९४

OFFICE OF THE SUB-REGISTRAR
3 JAN 2020

AMENDMENT & MODIFICATION OF DEED OF DECLARATION

in respect of

"Mahalaxmi Empire Phase-1"

Newly amended name of the scheme is

'Mahalaxmi Empire'

Form/Exhibit-A

(Under the provisions of Maharashtra Apartment Ownership Act, 1970)

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Sub-Registrar Class-2 Amravati-5

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2020

THIS DEED OF DECLARATION is made in the city of Amravati on this 29th day of January, 2020 by –

Shree Gajanan Associates, through its Partners –

PAN ADGFS2548L

(1) **Shri Pravin Sahebrao Mahalle**,
Age 43 years, Occupation: Builder, r/o Su-sanyog Colony, Kathora Road, Amravati, Tq. & Distt.Amravati – 444 604

(2) **Shri Subhash Gulabchand Agrawal**,
Age 45 years, Occupation: Builder, r/o Dhanwantari Colony, V.M.V. Area, Amravati, Tq. & Distt.Amravati – 444 604

(3) **Sau.Pratiksha Pravin Mahalle**,
Age 34 years, Occupation: Builder, r/o Su-sanyog Colony, Kathora Road, Amravati, Tq. & Distt.Amravati – 444 604

(4) **Sau.Minakshi Subhash Agrawal**,
Age 41 years, Occupation: Builder, r/o Dhanwantari Colony, V.M.V. Area, Amravati, Tq. & Distt.Amravati – 444 604:

(Hereinafter referred to as '**GRANTOR**', who is fully empowered and qualified to execute this Deed does hereby state)

First :- "That the GRANTOR is the sole and absolute owner of layout converted plot No.33, admeasuring 2699.64 sq.mtrs. (29059 sq.ft.) from survey No.214/5 of Mouje Rahatgaon, Pragane Nandgaon Peth, Tq. & Distt.Amravati, converted as per Rev.Case No.NAP-34/Rahatgaon-81/2016-2017 dated 31/1/2017, situated within the limits of Amravati Municipal Corporation, which is bounded as under:-

Towards East: 15 mtr. wide road in the layout;
Towards West: Plot Nos.30-B to 32-B;
Towards North: Amenity plot No.51;
Towards South: 9 mtr. wide road in the layout."

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4) Departmental store
5) Society association & library
6) Celebration lawn
7) Common bore well etc.

That the scheme has been constructed by the grantor one by one. Initial scheme is Mahalaxmi Empire Phase-1 and hence the declaration of the said scheme has been prepared and executed while construction of the said scheme dated 30/5/2018, which is registered at Sr.No.2147.

The another scheme by name Mahalaxmi Empire Phase-2 is being started construction and hence the amendment & modification of the declaration of Mahalaxmi Empire Phase-1 is now being executed. Hence this detailed information about common amenities, which are provided by the grantor has been mentioned in this declaration.

As per the said declaration, the members of the scheme known as Mahalaxmi Empire, all the facilities provided by the grantor to the unit holders of scheme no.1 & scheme no.2 shall be used by them commonly. Therefore, the charges for use the common amenities shall be borne by the each unit holders, which are residing in the scheme known as Mahalaxmi Empire Phase-1 & Mahalaxmi Empire Phase-2. Hence for fixation of the common charges for the common amenities, the general meeting of the unit holders is necessary to be held in future from time to time and then in the said meeting, the common decision is necessary to be taken in the said general meeting. Such decision, which shall be taken in the general meeting shall be binding on the each unit holder i.e. members of the Mahalaxmi Empire.

While execution of the declaration of the scheme i.e. Mahalaxmi Empire Phase-1, these things were not mentioned in the said declaration. Therefore, considering the future need of each unit holder, the correction in the deed of declaration of Mahalaxmi Empire Phase-1 has been made and corrected the said declaration accordingly.

EXHIBIT-B

BYE-LAWS OF 'MAHALAXMI EMPIRE'

CHAPTER-I

1) **SHORT TITLE AND APPLICATION**:-

(1) These byelaws may be called the byelaws of the 'Mahalaxmi Empire'.

(2) The provisions of these byelaws apply to 'Mahalaxmi Empire'. All present or future owners, tenants, future tenants, or their employees or any other

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persons that might use the facilities of the building in any manner are subject to the regulation set forth in these by laws.

The mere acquisition on rental or taking on license of any of the family units (hereinafter referred to as the 'UNITS') of the building or mere act of occupancy of any of the said units will signify that these Byelaws are accepted, ratified and will be complied with.

2) ***Definitions***:-

(1) In these Byelaws, unless 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 'Mahalaxmi Empire'.

c) 'BUILDING' means the building located at Plot No.33, Mahalaxminagar, Rahatgaon Ring Road, Amravati, Amravati, Tq. & Distt.Amravati, within the limits of Municipal Corporation, Amravati and known and styled as 'Mahalaxmi Empire' and includes the land forming part thereof.

d) 'DECLARATION' means the Declaration, which the sole owner of the building has executed and registered as provided in section 2.

e) 'OWNER' OR 'APARTMENT OWNER' means the person owning an apartment in the 'Mahalaxmi Empire'.

f) 'SECTION' means a section of the Act.

g) 'UNIT' means a family unit in the 'Mahalaxmi Empire'.

h) 'REGISTRAR' means the Registrar of Cooperative Societies.

(2) Words and Expressions used in these Byelaws but not defined therein shall have the meaning respectively assigned to them in the Act.

3) ***APARTMENT OWNERSHIP***:-

The building located at plot No.33, Mahalaxminagar, Rahatgaon Ring Road, Amravati, Tq. & Distt.Amravati within the limits of Amravati Municipal Corporation known as 'Mahalaxmi Empire' is submitted to the provisions of the Act.

4) ***OBJECTS OF ASSOCIATION***:-

(1) The objects of the Association shall be:-

a) to be and to act as the Association of Apartment owners of the building called as 'Mahalaxmi Empire' at Plot No.33, Mahalaxminagar, Rahatgaon Ring Road, Amravati, Amravati, Tq. & Distt.Amravati (hereinafter called as 'The said Building') who have filed their respective declarations submitting their apartments to the provisions of the Act.

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b) to invest or deposit moneys.

c) to provide for the maintenance, repair and replacement of the common areas and facilities by contribution from the Apartment owners, and if necessary, by raising the loans for that purpose.

d) to provide for and do all and any of the matters provided in sub-section (2) of the 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 and carry on, on its own account or jointly with individuals or institutions, educational, physical, social, and recreate activities for the benefits of the Apartment Owners.

g) to frame rules, with the approval of the general meeting of the Associations and after consulting the competent authority and may established a provident fund and gratuity fund if necessary for benefits 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 Byelaws.

(2) The Association shall not act beyond the scope of its objects without duly amending the provisions of those Byelaws for the purpose.

5) ***MEMBERS OF ASSOCIATION***:-

(1) All persons who have purchased the units in 'Mahalaxmi Empire' and executed respective declarations under section 5, submitting their apartments to provisions of the Act shall automatically be the members of the Association, and shall pay the sum of Ro.10/- as entrance fee and may purchase at least one share of the face value of Rs.100/- each. Each apartment owner shall receive a copy of the byelaws on payment of twenty five rupees.

(2) Upon any apartment owner, selling his apartment or absolutely conveying the same by way of gift under his 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 ten rupees. The shares held by an apartment owner shall be transferred to the name of such purchaser or donee on payment of ten rupees to the Association.

(3) On the death of an 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 representative of his estate, in case he has not made any specific

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bequest of the 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 purposes of administration of the 'Mahalaxmi Empire' as apartment owner or joint apartment owners. Where any legatee is a minor, the apartment owners shall be entitled to appoint 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.

7) ***HOLDING OF ONE SHARE COMPULSORY***:-

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

8) ***DISQUALIFICATIONS***:-

No apartment owner shall be entitled to vote on the questions of the election of 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 election would take place.

CHAPTER-II

VOTING, QUORUM AND PROXIES

9) ***VOTING***:-

Each apartment owner shall have one vote and in the case of joint owners of any apartment the person whose name stands first in the share certificate shall alone have the right to vote.

10) ***QUORUM***:-

Except as otherwise provided in these Byelaws, 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 the administering the 'Mahalaxmi Empire' approving the annual budget, establishing and collection

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monthly assessments and arranging for the management of the condominium in an efficient manner except 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 a suitable place convenient to the owners as may from time to time be designated by the Association.

14) ***MEETINGS***:-

The first meeting of the Association shall be held within one month of the date on which atleast four apartments have been transferred by the Grantor to the owners. Thereafter the meeting of the Association shall be held on the 4th Sunday of every month. At the first meeting there shall be elected by ballot of the unit owners the office bearers of the association, namely, the President, Secretary and the Treasurer.

At every monthly meeting the owners shall transact such business of the association as may properly come before them.

15) ***SPECIAL MEETING***:-

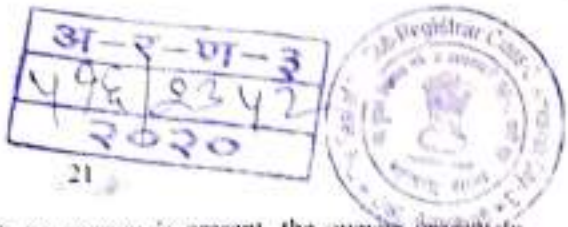
It shall be duty of the President to call a special meeting of the Apartment Owners upon a petition signed by the majority of the owners and having been presented to the Secretary, or at the request of the Housing Commissioner, or as the case may the Registrar or any Officer duly authorized by him in this behalf. The notice of any special meeting shall state the time and place of such meeting and purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of four fifth of the owners present in person.

16) ***NOTICE OF MEETING***:-

It shall be the duty of the Secretary to mail or send a notice of each monthly 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 Byelaws shall be considered notice served. Notices 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 owners can not be organized because a quorum has not be 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 quorum.

18) ***ORDER OF BUSINESS***:-

The order of business at all meeting of the 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) Reports of officers.
e) Report of Housing Commissioner or the Registrar or of the Officer duly authorized by them if present.
f) Report of Committees.
g) Election of office bearers. (to be held annually)
h) Unfinished business, if any
i) New business.

CHAPTER 'IV' - OFFICERS

19) **DESIGNATION**:-

The Principal Officers of the Association shall be a President, a Secretary and Treasurer, all of whom shall be elected by the apartment owners in their general meeting for a term of one year.

20) ***REMOVAL OF OFFICERS***:-

Upon an affirmative vote of majority of the apartment owners, any officers may be removed, either with or without cause, and his successors elected at any regular meeting of the association or at any special meeting of the association called for such purpose.

21) ***PRESIDENT***:-

The president shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association. He shall have all of the general powers and duties, which are usually vested in the office of the PRESIDENT of an Association, including but not limited to the power to appoint committees from among the owners 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.

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In the absence of the President the Treasurer shall take the place of the President and perform his duties, if the President is unable to act.

22) ***SECRETARY***:-

The Secretary shall keep the minutes of all the meeting of the Association, he shall have charge of such books and papers of as the Association may direct; and he shall in general perform all the duties incidental to the office of the Secretary.

23) ***TREASURER***:-

The Treasurer shall be responsible for Association funds and securities and shall also be responsible for keeping full and accurate accounts of all the receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuables effects in the name and to the credit of the Association in such depositaries as may from time be designated by the Association.

CHAPTER 'V'

OBLIGATIONS OF THE APARTMENT OWNERS

24) ***ASSESSMENTS***:-

All owners are obliged to pay monthly assessments imposed by the Association to meet all the expenses relating to the 'Mahalaxmi Empire', which may include an insurance premium for policy, to cover repairs and reconstruction work in case of hurricane, fire, earthquake or other hazard or calamity.

Such assessment shall include monthly payment to a General Operating Reserve and a Reserve Fund for replacements.

25) ***MAINTENANCE AND REPAIRS***:-

(1) Every owner must perform promptly, all maintenance and repair work within his own unit, which if omitted would affect the 'Mahalaxmi Empire' in entirely or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.

(2) All the repairs of internal installations of the units such as water, light, gas, power, telephones, sewage, air conditioners, sanitary installations, doors, windows, lamps & all other accessories belonging to the unit area shall be at the expense of the Apartment owner concerned.

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(3) An owner shall reimburse the Association for many expenditure incurred in repairing or replacing any common area and facility damaged through his fault.

26) ***USE OF FAMILY UNITS-INTERNAL CHANGES***:-

1. All units shall be utilized for residential purpose only.
2. An owner shall not make any structural modifications or alterations in his suit or installations located, there is without previously notifying the Association in writing, through the President or the Secretary. The association shall have the obligation to answer within thirty days and failure to do so within the stipulated time, shall mean that there is no objection to the proposed modification, alteration or installation.

27) ***USE OF COMMON AREAS AND FACILITIES***:-

An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators or other areas of 'Mahalaxmi Empire' and facilities of a similar nature both common and restricted any furniture, packages or objects of any kind. Such arrears shall be used for no other purpose than for normal transit through them.

28) ***RIGHT OF ENTRY***:-

(1) An owner shall grant the right of entry to any of the officers of the Association in case of any emergency originating in or threatening his unit, whether the owner is present at that time or not.

(2) An owner shall permit other owner, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs the mechanical or electrical 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 any emergency, such right of entry shall be immediate.

29) ***RULES OF CONDUCT***:-

(1) No resident of the 'Mahalaxmi Empire' shall post any advertisement or posters of any kind in or on any building except as authorized by the Association.

(2) Residents shall exercise extreme care about making noises or the use of musical instrument, radios, televisions and amplifiers that may disturb

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others. Residents keeping domestic animals shall abide by the Municipal sanitary byelaws and regulations.

(3) It is prohibited to hang garments, rugs etc. from the windows, balconies or from any of the facades of the 'Mahalaxmi Empire'.

(4) It is prohibited to dust etc. from the windows or to clean rugs, etc. by beating on the exterior part of the said Apartment.

(5) It is prohibited to throw garbage or trash outside the disposal installation provided for such purpose in the service areas. If such installation is not provided, all garbage or trash shall be collected in vessel and thrown in the municipal dustbin.

(6) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antenna, machines or air conditioning units etc. on the exterior of the 'Mahalaxmi Empire' or that protrude through the walls or the roof of that Apartment except as authorized by the Association.

CHAPTER 'VI'

FUNDS & THEIR INVESTMENT

30) ***FUNDS***:-

Funds may be raised by the Association in all or any of the following or any of the following ways, namely:-

a) by shares.

b) by contributions and donations from the Apartment owners.

c) from common profits which shall form the nucleus of the Reserve Fund.

d) by raising loans, if necessary, subject to such term and conditions as the Association with the approval of the Competent Authority may determine in this behalf.

31) ***INVESTMENT***:-

The Association may invest or deposit funds in one or more of the following:-

a) in the Central Co-Operative Bank or in the State Co-operative Bank; or

b) in any of the Securities specified in the section 20 of the Indian Trust Act 1882; or

c) in any Co-operative Bank or Society, other than those referred to in clause (a) of the Byelaws or in any banking company approved for this purpose by the Association.

32) ***AFFILIATION***:-

Should there be any Federation of Apartment Owners in the locality in which the 'Mahalaxmi Empire' is situate, the Association may, after consulting the Competent Authority, become a member thereof, and pay the sum from time to time payable to such Federation under the rule thereof.

33) ***ACCOUNTS***:-

(1) Banking account shall be opened by the Association into which all moneys received on behalf of the Association shall be paid, provided that the Secretary may retain in his personal custody an amount not exceeding Rs.500/- (Rs.Five Hundred only) for petty expenses. All payment above Rs.100/- shall be made by cheques signed by the President and also by the Secretary or Treasurer.

(2) Each Apartment owner shall have a pass book in which the Secretary shall enter the amounts paid to or received for his share in receipt of profits from common areas and contribution towards common expenses and his share of assessment and other dues, if any in respect of his apartment.

(3) The Association shall on or before 31st July in each year publish an Audited Annual Financial Statement in respect of the common area and facility containing:-

a) the profit and loss Account.

b) the receipts and expenditure of the previous financial years; and

c) a summary of the property and assets and liabilities 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 arrived at.

(4) The Audited Financial statement shall be opened 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 than 15th August, every year.

(5) Every financial statement shall be accomplished by a complete list of the Apartment Owners. There shall also accompany the financial statement a



similar list of loanees. The financial statement shall state upto what date profits and expenses of common areas are included.

34) ***PUBLICATION OF ACCOUNTS AND REPORTS***:-

A copy of the last financial statement and of the report of the Auditor, if any, shall be kept in a conspicuous place in the office of the Association.

35) ***APPOINTMENT OF THE AUDITOR***:-

The Association shall appoint at its general meeting, an auditor who shall audit the account of the Association to be prepared by the Secretary & Treasurer, and shall examine the annual return and verify the same with the accounts relating thereto and shall either sign the same as found by him to be correct, duly vouched and in accordance with the law, or specially report to the Association in what respect he finds it incorrect, un-vouched or not in accordance with law.

36) ***POWER OF AUDITOR***:-

The auditors shall be entitled to call for and examine any paper or documents belonging to the Association relating to the common areas and facilities and common expenses and shall make special reports to the Association upon any matter connected with the accounts which appears to him to require notice.

CHAPTER 'VII' - MORTGAGEES

37) ***NOTICE TO THE ASSOCIATION***:-

An owner who mortgages his unit, shall notify the Association through the Secretary or the President of the Association, the name and & address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgages of Units" The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

CHAPTER 'VIII' - COMPLIANCE

38) ***COMPLIANCE***:-

These Byelaws are set forth to comply with requirement of the Maharashtra Apartment Ownership Act, 1970. In case, any of these Byelaws conflict with the provisions of the Act, it is hereby agreed and accepted that the provisions of the Act will apply.

39) ***SEAL OF THE ASSOCIATION***:-

The Association shall have a common seal, which shall be in custody of the Secretary, and shall be used only under the authority of a Resolution of the Association and every deed or instrument to which the seal is affixed shall be attested for and behalf of the Association by the President & Secretary.

CHAPTER-'IX'

AMENDMENT TO PLAN OF APARTMENT OWNERSHIP

40) ***AMENDMENT OF BYELAWS***:-

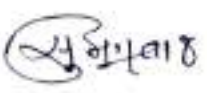
These Byelaws may be amended by the association in a duly constitute meeting for such purpose and no amendment shall take effect unless approved by the owners representing at least 75% of all units in the 'Mahalaxmi Empire'.

IN WITNESS WHEREOF, I the Grantor named above, have hereto set my hand to this Declaration on this 29th day of January, 2020.

Shree Gajanan Associates, through its Partners
Partner Pravin Sahebrao Mahalle,
Grantor

Signature	Thumb Impression	Photograph
		

Shree Gajanan Associates, through its Partners
Partner Subhash Gulabchand Agrawal,
Grantor

Signature	Thumb Impression	Photograph
		

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Shree Gajanan Associates, through its Partners
Partner Sau.Pratiksha Pravin Mahalle,
Grantor

Signature	Thumb Impression	Photograph
Mahalle		

Shree Gajanan Associates, through its Partners
Partner Sau.Minakshi Subhash Agrawal,
Grantor

Signature	Thumb Impression	Photograph
		

Witnesses :-

1.

2.