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.

13. **THAT** each unit owner shall comply with the provisions of this deed, bye-laws, decisions & resolutions of the association of the unit owners or its representatives & failure to comply with any such shall be grounds for an action to recover seems due, for damage or for injunctive relief.

14. **THAT** the dedication of the property to the plan of unit ownership herein shall not be revoked or the property removed from the plan of unit ownership or any of the provisions herein contained changed, unless all the unit owners shall & the mortgages of all the mortgages covering the units unanimously agreed to such revocation or amendment or removal of the property from the plan, by duly registered instrument.

15. **THAT** no owner of the unit can exempt himself from liability for the contribution towards common expenses by waiver of the user or enjoyment of any of the general common area & facilities or by the abandonment of the unit.

16. **THAT** all cess assessed by the association but unpaid for the share of common expenses chargeable to any unit shall constitute a charge of such unit, prior to all other charge except (i) charge, if any, on the unit for payment of Government/ Municipal/Grampanchyat taxes or both & (ii) all sums unpaid on a first mortgage unit.

17. **THAT** all present or future owner, tenants, future tenants or any other person that might use the facilities of the building in any manner, are subjected to the provisions of this Deed & that the mere acquisition or rental of any of the units of the building or the mere act of occupancy of any of the units of the said units, shall signify that the provision of this Deed are accepted and ratified. The respective units shall not be rented or

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given on lease & license or on care-taker basis by the unit owner thereof for transient or hotel purpose, which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) any rental or if the occupants of the unit are provided customary hotel or boarding or lodging or paying guest service other that the forgoing obligations the unit owners of the respective unit shall have the absolute right to lease such unit or give it on lease and license or on care taker basis, provided that the said lessee or leave & license or on care taker basis is made subject to the bye-laws in Exhibit B attached hereto.

18. **THAT** if the property subjected to plan of unit 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

19. **WHERE** a unit is sold by a mortgage in exercise of his power of sale under an English Mortgage or by a court in execution of decree in a suit brought by a mortgage against the owner of such unit, then neither the mortgage nor the purchaser, who derives title to the unit at such sale or his successors or assigns shall be liable for assessments by the association, which became due prior to the acquisition of title by such acquirer, it being understood that the above shall be constrained to present association of unit owners, from filing & claiming charge for such assessments & enforcing the same as provide by law & that such charge shall be next to such mortgage.

20. **THAT** the manager or board of managers of the association shall obtain & continue in effect, blanket property endurance in forms & amounts, satisfactory to mortgages holding first mortgages covering units, but without being prejudicial to the right of the owner of the unit to obtain individual unit insurance.

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21. **THAT** insurance premium for any blanket insurance coverage shall be a common expenses to be paid by monthly assessment levied by the association of unit owners & then such payment shall be held in a separate account of the association & used solely for the payment of the blanket property insurance premiums when the premium become due.

IN WITNESSES WHEREOF the Grantor has set it's respective hands hereto & executed this **DEED OF DECLARATION** on the day, month, & year first above mentioned in presence of the witnesses.

SIGNED AND DELIVERED by the within)
Named, **GRANTOR**)
M/S RADHA MADHAV DEVELOPERS)
THROUGH ITS AUTHORIZED PARTNER)
SHRI RAJESH N. AGRAWAL)
In the presence of attesting witnesses



RADHA MADHAV DEVELOPERS

PARTNER



WITNESSES

1. Rajoshav
(Rajesh. A. Jadhav)

2. Shaikh Shahid

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EXHIBIT - B

BYE LAWS OF

"SUDAMA OWNER'S ASSOCIATION"

1. **SHORT TITLE APPLICATION:**

These byelaws may be called the byelaws of **SUDAMA OWNERS ASSOCIATION** standing on portion of 3,813.886 Sq. Mtrs. on the northern portion of all that piece & parcel of land bearing Plot No. 5, comprising out of Survey No. 248, 257/2, 258/1-G & 258/1-K, 258/1 P.H. No. 42, admeasuring about 17,072.958 Sq. Mtrs. of Mouza Jamtha, situated at Jamtha, Tahsil Nagpur (Rural) & District Nagpur. The provisions of these bye-laws shall apply to **SUDAMA OWNERS ASSOCIATION**.

All present or future owners, tenants, future tenants, or their employees or any other person that might use the facilities of scheme in any manner, are subject to the regulations set forth in these bye-laws. The more acquisition or rental or taking on license of any of the family units (hereinafter referred to as "**Row Houses**") of the scheme or mere act of occupancy of any of the said units will signify that these bye-laws are accepted, ratified and will be complied with.

2. **DEFINITIONS:**

In these byelaws, unless the context requires otherwise: -

(a) "**ACT**" means Maharashtra Apartment Ownership Act, 1970.

(b) "**ASSOCIATION**" means that Association of all the Row Houses owners constituted by such owners for the purpose of having apartment in "**SUDAMA OWNERS ASSOCIATION**".

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(c) **"BOARD"** means a Board of Managers consisting of 3 members all of whom shall be ownership of the row house/s in the **SUDAMA OWNERS ASSOCIATION**.

(d) **"BUILDING"** means building located or to be located at portion of 3,813.886 Sq. Mtrs. on the northern portion of all that piece & parcel of land bearing Plot No. 5, comprising out of Survey No. 248, 257/2, 258/1-G & 258/1-K, 258/2 P.H. No. 42, admeasuring about 17,072.958 Sq. Mtrs. of Mouza Jamtha, situated at Jamtha, Tahsil Nagpur (Rural) & District Nagpur, & the **SUDAMA** include the land forming part thereof.

(e) **"DECLARATION"** means the Declaration that the sole owner of the building has executed & registered as provided in Section 2 of the Act.

(f) **"MAJORITY OF OWNERS"** means those owners' holding 51 percent of the votes in accordance with the percentage assigned in the Declaration.

(g) **"OWNER"** means the person owning an row house/s in the scheme known & styled as **SUDAMA**.

(h) **"SECTION"** means a section of the Act.

(i) **"UNIT"** means one row house in the scheme known & styled as **SUDAMA**.

(j) **"REGISTRAR"** means the Registrar of Co-operative Societies.

3. **OWNERSHIP:**

The scheme located at portion of 3,813.886 Sq. Mtrs. on the northern portion of all that piece & parcel of land bearing Plot No. 5, comprising out of Survey No. 248, 257/2, 258/1-G & 258/1-K, 258/2, P.H. No. 42, admeasuring about 17,072.958 Sq. Mtrs. of Mouza Jamtha, situated at Jamtha, Tahsil Nagpur (Rural) &

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District Nagpur, known & styled as SUDAMA is submitted to the Provisions of the Act.

4. **OBJECTS OF ASSOCIATION:**

(a) The objects of the Association shall be to be & to act as the Association of scheme owners of the building called **SUDAMA** (hereinafter called **'THE SAID SCHEME'**) who have filed their respective declarations submitting their row house/s to the provisions of the Act.

(b) To invest or deposit money.

(c) To provide for the maintenance, repairs & replacement of the common areas & facilities by contributions from the row houses owners, & if necessary by raising loans for that purposes.

(d) To retain & rent or license if possible suitable portion of the common areas to outsiders for commercial purposes excluding the terrace, which is in the exclusive ownership of the Grantors & to distribute the common profits left after deducting the common expenses amongst the row houses owners as common profits or accumulate the same for building up reserve fund.

(e) To provide for & do all & any of the matters provided in the Sub-Section 2 of Section 16.

(f) To advance with the consent of Row Houses owners any short term loans, to any row houses owner in case of any emergent necessity, & to provide for the repayment thereof in lump sum or in installments.

(g) To establish & carry on, on its own account or jointly with individuals on Institution's education, educational, physical, social & recreational, activities for the benefits of the row house.

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(h) To frame rules, 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 employees of the Association.

(i) To do all things necessary or & otherwise provide for the welfare expedient for the attainment of the objects specified in these bye-laws.

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

5. **MEMBERS OF ASSOCIATION:**

i. All persons who have purchased row house/s in the **SUDAMA OWNERS ASSOCIATION'S** building & executed respective declaration under Section 5 submitting their row houses to provisions of the act shall automatically be the members of the Association & shall pay the sum of One Hundred Rupee as entrance fee & may purchase at least one share of the face value of Rs. 100/- each. Each row house owners shall receive copy of the byelaws on payment of hundred rupees.

ii. Upon any row house owners selling his/her apartment absolutely conveying the same by way of gift under his/her will or otherwise the purchaser or done shall automatically become a member on payment of the entrance fee of One Hundred Rupee. The share held by a row house owner shall be transferred to the name of such purchaser or done on payment of One Hundred Rupee of the Association.

iii. On the death of an row house owners, his/her apartment shall be transferred to the person who the bequeaths the same by his/her will, or to legal representative to his/her estate in case he/she has not made any specific bequests of the row house/s. The name of the legatee or the names of

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the legal representatives jointly shall be entered in the Registrar of Row Houses Owners maintained by the secretary for the purpose of administration of the SUDAMA OWNERS ASSOCIATION, as row house owners. Where any legatee is a minor, the row house owners shall be entitled to appoint a guardian of such minor.

6. **JOINT ROW HOUSE OWNERS:**

Where an row house has been purchased by two or more persons jointly they shall be jointly entitled to the row house & 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 owner must hold at least one share of the association (Joint apartment owners holding the shares jointly).

8. **DISQUALIFICATION:**

No row house owners shall be entitled to vote on the question of the election of members of the board or the President, Secretary, Treasurer or any other office bearer or be entitled to stand for election to such office if he is an arrears on the last day of the year in respect of his/her contribution for the common expenses in Association for more than 60 days.

9. **VOTING, QUORUM & PROXIES :**

(a) **VOTING**: Voting shall be on a percentage basis & the percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or units in this Declaration.

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(b) **QUORUM:** Except as otherwise provided in these byelaws, the presence in person of a Majority of owners shall constitute a quorum.

(c) **VOTES TO BE CASE IN PERSON:** Votes shall be cast in person only.

10. **ADMINISTRATION:**

(a) **POWERS & DUTIES OF ASSOCIATION:**

The Association will have responsibility of administrating the **SUDAMA OWNERS ASSOCIATION**, approving the Annual Budget establishing & collecting monthly assessment & arranging for the management of the Association in an efficient manner, except as otherwise provided resolutions of the Association shall require approval by Majority of owners, casting of votes in person.

(b) **PLACE OF MEETING:**

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.

(c) **ANNUAL MEETING:**

The first Annual Meeting of the Association shall be held as per the convenience of row house/s owners. There after the annual meetings of the association shall be held on the same day of each succeeding year. At such meeting there shall be election by ballot of the row house owners a board of Manager in accordance with the requirement of bye-laws 12. The owners may also transact such other business of the association as may properly come before them.

(d) **SPECIAL MEETING:**

It shall be the duty of the President to call a special meeting of the row house owners as directed by a resolution of the board or upon a petition signed by a majority of the owners & having been

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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 special meeting shall state the time & place of such meeting & the 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.

(e) **NOTICE OF MEETING:**

It shall be the duty of the Secretary to mail or sent a notice of each annual or special meeting stating the purpose thereof as well as the time & place where it is to be held to each row house owner, at least 2 but not more than 7 days prior to such meeting the mailing or sending the notice in the manner provided in this bye-laws shall be considered as notice served. Notices of all meeting shall be mailed or sent to the Housing Commissioner as the case may be by Registrar.

(e) **ADJOURNED MEETING:**

If any meeting of owners cannot be organized because of 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 to be held. It shall be held that the owners present in person being not less that two shall from the quorum.

(f) 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 proceeding meeting;

(d) Reports of officers;

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(e) Report of Housing Commissioner, or the registrar or the officer duly authorized by them;

(f) Report of committees;

(g) Election of board of Managers;

(h) Unfinished & New business if any;

11. BOARD OF MANAGERS:

(a) MANAGEMENT OF ASSOCIATION:

The affairs of the association shall be governed by a Board of Managers.

(b) POWERS & DUTIES OF THE BOARD:

The board of Manager shall have the powers & duties necessary for the administration of the affairs of the association & may do all such acts & things, as are not by govern law or by these bye-laws directed to be exercised & done by the owners.

(c) OTHER DUTIES:

In addition to duties imposed by these bye-laws or by resolutions of the association the board shall be responsible for the following that is to say :

i. Care, upkeep & surveillance of the SUDAMA & the common areas & facilities & the restricted common areas & facilities.

ii. Collection of monthly assessment (common expenses) from the owners.

iii. Designation, employment, remuneration & dismissal of the personal necessary for the maintenance & operation of the **SUDAMA**, the common areas & facilities & the restricted common areas & facilities.

iv. To provide for the manner in which the audit & accounts of the association, shall be carried out.

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v. To inspect the accounts kept by the secretary & or the treasurer & examine the registers & accounts books & take steps for the recovery of all sums due to the association.

vi. To sanction working expenses, account, cash balance & deal with other miscellaneous business.

vii. To see that cash book is written up promptly & is signed daily by one of the members of the board authorized in this behalf.

viii. To hear & deal with complaints.

(f) **MANAGER:**

The board may employ for the Association a Manager at compensation determined by the board to perform such duties & services as the board shall authorize including but not limited to the duties listed in byelaw 11 (c).

12. Election & terms of offices at the first annual meeting of the association, the term of office to two managers shall be fixed for three years. The term of two office managers shall be fixed at two years, & the term of office of one manager shall be fixed at one year. At the expiration of initial term of office of such respective manger his successor shall be elected to serve a term of three years. The manager shall hold office until their successor has been elected & hold their first meeting (if larger board of Managers is contemplated the term of office should be established in a similar manner so that they will expire in different year).

13. **VACANCIES:**

Vacancies in the board of managers caused by any reason other than the removal of manager by a vote association shall be filled by vote of the majority of the remaining managers, event though they may constitute less than quorum & each person so elected shall be manager until as successor is elected at the next annual meeting of the association.

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14. REMOVAL OF MANAGERS:

At any regular or special meeting duly called by any one or more of the managers may be removed with or without cause by majority of the row house owner & a successor may be & they be elected to fill vacancy thus created. Any manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

15. ORGANIZATION MEETING:

The first meeting of newly elected board of managers shall be held within 10 days of election at such place as shall be fixed by managers at the meeting at which such manager were elected & 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.

16. REGULAR MEETING:

Regular meetings of the board may be held at such time & place as shall be determined from time to time, by a majority of manager, but at least two of such meetings shall be held during each year. Notice of regular meetings of the board shall be given to each manager personally or by mail or telegraph at least three days prior to the day named for such meeting.

17. SPECIAL MEETING:

Special meeting of the board may be called by the President on three days notice to each manager, given personally or by mail or telegraph, which notice shall state the time, place (as hereinabove provided) & purpose of meeting, special meeting of the board shall be called by the President or Secretary in like notice on the written request of at least three managers.

18. WAIVER OF NOTICE:

Before or at any meeting of the board any manager may in wiring waiver notice of such meeting & such waiver shall be deemed equivalent to giving of such notice attendance by a manager at

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any meeting of the board shall be a waiver of notice by him of the time and place thereof if all the managers are present at any meeting of the board no notice shall be required an any business may be transacted at such meeting.

19. QUORUM:

At all meeting of the board, one third of the total strength of managers shall constitute a quorum for the trar.saction of business & the acts of the manager present at the meeting at which a quorum is present shall be acts 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 adjourned meeting, any business which might have been transacted at the omitting was originally called may be a transaction without further notice provided there is quorum present.

20. FIDELITY BONDS :

Board may require that all officer & employees of the association handling or responsible for association funds shall furnish fidelity bonds. The premiums on such bonds shall be paid by the association.

21. OFFICER :

(a) **DESIGNATION:**

The principal officer of the association shall be a President, Secretary & Treasurer, all of whom shall be elected by & from the board of managers. The board may appoint Assistant Secretary, & such other officer as in their judgment may be necessary.

(b) **ELECTION OF OFFICERS:**

The officers of the association shall be elected annually by the board of managers at the organization meeting of each new board & shall hold office at the pleasure of the board.

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(c) **REMOVAL OF OFFICER:**

Upon an affirmative vote of majority of the members of the board & officers may be remove either with or without cause & his successors elected at any regular meeting of the board or at any special meeting of the board called for such purpose.

(d) **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 the general power & duties which usually vested into the office of the President of an association including but not limited to power to appoint committee among the owners from time to time as he may in his discretions decide to assist in the conduct of the affairs of the association.

(e) **VICE PRESIDENT:**

The Vice President will take the place of President & perform his duties when the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the board shall appoint some other member of the board so as to act interim basis. The Vice President shall also perform such other duties as shall, from time to time, imposed upon him by board.

(f) **SECRETARY:**

He shall be responsible to call the meetings of the association from time to time (whether general body meeting or extra-ordinary meeting or any other meeting as may be required). He shall also be responsible to issue the notices of all such meetings to the members of the association well in advance as prescribed earlier or as per law. He shall keep the minutes of all the meetings of the association. He shall have charge of such books & papers as the board may direct. He shall also be liable to administer the entire administration of the association.

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