

The Grantors who are fully empowered and qualified to execute this Deed do hereby state:

FIRST:

That the Grantors own and possess ALL THAT piece and parcel of Nagpur Improvement Trust Leasehold Plot No. 175 administering 431,070 Sq. Mtrs. in Civil Station Expansion Scheme of N.I.T., Telalwadi Layout, House: Aadharwadi, City Survey No. 415, Sheet No. 20, bearing Nagpur Municipal Corporation House No. 500/8 and 504, Ward No. 68, situated at L.I.T. Road, Ram Nagar, Nagpur-440033, within the limits of Nagpur Municipal Corporation, Nagpur in Taluk and District: Nagpur.

The said Plot is bounded as under:

TOWARDS EAST	Plot No. 175
TOWARDS WEST	Plot No. 177
TOWARDS NORTH	30 Feet Wide Road
TOWARDS SOUTH	Road

That the names of Grantors are recorded in City Survey Records, House: Aadharwadi, City Survey No. 615.

That the Assistant Commissioner, Thanejwadi Zone No. 11, Nagpur Municipal Corporation, Nagpur has sanctioned Building Plan for construction of Multi-story Building on the aforesaid Plot vide its Building Permit No. 231/G-444/2 No. 10/04/2014 dated 18-05-2014.

That the Grantor reserves right to add TDR to the plot area and whole Building Plan and consequently revise its O.D.P.

SECOND: That the Grantors have started construction of the Multi-story Building in accordance with the Building Plan sanctioned by the Nagpur Municipal Corporation, Nagpur on the aforesaid Plot known as "SAMPANNA" as per the plan attached hereto as Exhibit "A". The postal address of the Building is:

"SAMPANNA", Plot No. 175, L.I.T. Road, Ram Nagar, Nagpur-440033.

THIRD: That the Building consists of Ground + 5 Floors. The Ground Floor Carries 3 Shops numbered as Shop No. G-01, G-02 and G-03, Clerical Parking, Staff Car & Lift Area. On the First Floor there are 2 Offices numbered as Office No. F-01, F-02 & F-03 and 1 Residential Apartment numbered as Apartment No. 101. On the Second Floor there are 2 Residential Apartments numbered as Apartment No. 201 and 202. On the Third Floor there are 2 Residential Apartments numbered as Apartment No. 301 and 302. On the Fourth Floor there are 2 Residential Apartments numbered as Apartment No. 401 and 402. On the Fifth Floor there are 2 Residential Apartments numbered as Apartment No. 501 and 502 and Terrace above Fifth Floor. That the Ground Floor consists of individual apartments all for commercial purpose. First Floor consists of individual apartments for office and residential purposes and Second to Fifth Floor



consist of individual apartments all for residential purposes. The Family Units in the Building are as detailed below:

Sr. No.	Shop/Office Apartment No.	Floor	Built Up Area Sq. M.	Built Up Area including Platform & Balcony Area Sq. M.	Super Built Up Area Sq. M.	Individual Land Share %
1	G-01	GROUNDS	10.880	13.095	19.509	1.508 %
2	G-02	GROUNDS	10.880	13.095	19.509	1.508 %
3	G-03	GROUNDS	10.880	13.095	19.509	1.508 %
4	F-01	FIRST	20.773	41.945	65.494	5.853 %
5	F-02	FIRST	12.049	28.387	37.050	2.907 %
6	F-03	FIRST	13.410	30.483	35.909	2.616 %
7	101	FIRST	57.514	95.014	114.269	8.816 %
8	201	SECOND	57.514	95.014	114.269	8.816 %
9	301	SECOND	55.447	100.989	130.385	10.215 %
10	301	THIRD	57.514	95.014	114.269	8.816 %
11	302	THIRD	53.447	100.989	130.200	10.215 %
12	401	FOURTH	57.514	95.014	114.269	8.816 %
13	402	FOURTH	53.447	100.989	130.385	10.215 %
14	501	FIFTH	57.514	95.014	114.269	8.816 %
15	502	FIFTH	53.447	100.989	130.200	10.215 %
TOTAL			580.247	1011.537	1295.977	100 %

All Units are capable of individual utilization on account of having their own exit to a common area and facility of the building, and the apartments will be sold to one or more owners such owner obtaining a particular and exclusive property right thereof and each Apartment constituting a tenable and transferable, immovable property within the meaning of any law for the time being in force in the State (hereinafter referred to as "Family Unit"), and also an Undivided Interest in the



general and common areas and facilities of the building, as listed hereinafter in this Deed, necessary for their adequate use and enjoyment and hereinafter referred to as "General and common areas and facilities", all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970.

FOURTH: That the aforesaid building has 1020 Built Up Area of 566.247 Sq. Mtrs. and Super Built Up of 1,294,577 Sq. Mtrs. including general common areas and facilities which includes One stairway from Ground to Roof of the Building and Lift Area.

RIFTH:

1. That this condominium shall be known as "SAMPANNA" Condominium and that family units are given in Para Third above and the Common Areas and Facilities are as under:

2. Common Area and facilities

(a) The parcel of land described in paragraph first of this Deed.

(b) Parking: (1) Maximum One Car Parking is allowed for One Residential Unit as per allotment letter by the Grantor.

(2) Commercial Unit Owners of Ground Floor to Park their Vehicles at Front Side of Shops and nearby Open Area.

(c) One stairway from Ground Floor to Roof of the Building.

(d) Raveling network throughout the building.

(e) Electric wiring network throughout the building.

(f) Necessary Electricity and public municipal water connection.

(g) One Underground Pump and One Overhead Water Tank / Plastic Tank for Municipal Water.

(h) One Sewer and Overhead Water Tank/Plastic Tank for Utility Water.

(i) Motor Pump on Sump and Submersible Pump on Borewell.

(j) Terrace on the roof of the building restricted rights for Occupants for maintenance of Overhead Water tank, Repairs of Leakages, Plumbing etc. Other rights of terrace are entirely reserved by the Grantor M/s. Sany Builders & Developers Private Limited. The rights of providing and allowing to nominated person for Dish Antenna, Mobile Phone Substation, GSM Towers, WLL Towers, Advertisement Hoardings, etc. etc. at terrace of the building shall always vests with the Grantor. The said rights of Grantor are heritable and transferrable and as a Service Provider he has exclusive right to collect Security Deposit, Rentable etc. However the Grantor shall share the common electric charges required for the aforesaid purpose or shall after separate electric meter for the same.

(k) One Lift with arrangement of Diesel Generator (Mandatory Inverter).



(1) All installations in general coding for common use.

Restricted Common Areas and Facilities

(a) 1. Maximum One Car Parking is allowed for One Residential Unit as per allotment letter by the Grantor.

2. Commercial Unit Owners of Ground Floor to Park their Vehicles on Front side of Shops and nearby Open Area.

(b) Terrace on the roof of the building i.e. above Super-Floor restricted rights for Occupants for maintenance of Overhead Water Tank, Repairs of Leakages, Plumbing etc. Other rights of terrace are entirely reserved by the Grantor M/s. Sany Builders & Developers Private Limited. The rights of providing and allowing to nominated person for Dish Antenna, Mobile Phone Substation, GSM Towers, WLL Towers, Advertisement Hoardings, etc. etc. at terrace of the building shall always vests with the Grantor. The said rights of Grantor are heritable and transferrable and as a Service Provider he has exclusive right to collect Security Deposit, Rentable etc. However the Grantor shall share the common electric charges required for the aforesaid purpose or shall after separate electric meter for the same.

(c) Rights to utilize balance PSC or PSC becomes available due to change in method of calculation by the Planning Authority in increase in PSC by the State Government, Planning Authority in future and to add as TDR and to construct additional construction as may be sanctioned by the Planning Authority are reserved by Grantor M/s. Sany Builders & Developers Private Limited and the percentage of undivided Land given in Para three would be subject to revision listed in revised sanction.

SIXTH:

(a) That the right, title and interest of each owner of a family unit as given hereinafter in paragraph Three and in the general common areas and facilities listed in the statement in paragraph five and their proportionate share in the profits and common expenses in the said general common areas and facilities, as well as the proportionate reimbursement for voting purposes in the meeting of the association of Apartment Owners of the "SAMPANNA" Condominium on basis of the proportionate area of each family unit to the total area of all family units as mentioned in the Para three above.

(b) That, the right, title and interest of each owner of a family unit located on each of the Ground, First, Second, Third, Fourth and Fifth floors and in the common areas and facilities located in the respective floors and listed under Clause 2 of Paragraph five and their proportionate share in the profits and common expenses in the said restricted common areas and facilities as well as the proportionate reimbursement for voting purposes with respect to the said restricted common areas and facilities in the meeting of the Association of Apartment Owners of the "SAMPANNA" Condominium is based on the proportionate area of all family units located on its respective floors.



SEVENTH: That the administration of "Safarima" Condominium consisting of all assets of the building and parcel of land described in paragraph first of this Deed shall be in accordance with the provisions of this Deed and with the provisions of the by-laws which are made part of this Deed and are attached hereto as Exhibit A.

EIGHTH: That 36 Appurtenant above a plan of Apartment Ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 so that the family units of the First, Second, Third, Fourth and Fifth Floors may be conveyed and registered as individual properties capable of independent use as a unit of each having its own title to a common area and facility of the building, each family unit owner having an exclusive and particular right, title and interest over his respective unit and in addition the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

NINTH: That for the purpose of Safer Duty and Registration fees to be imposed on the registration of this Deed in the Register of Deeds of Apartments under Section 13(3), the Grantor shall pay for this deed and for Agreement to Sell, Sale Deeds, Apartment Deeds of the units the Owners of the Unit shall pay.

TENTH: That so long as the Grantor owns one or more of the family units, the Grantor shall be subject to the provisions of this Deed and of the Exhibits A & B attached hereto and the Grantor covenants to take no action which will adversely affect the rights of the Apartment Owners and with their Association with respect to insurance against loss or damage in the building or other rights assigned to the "Safarima" Condominium.

ELEVENTH: That the general and/or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

TWELFTH: That the percentage of the undivided interest in the general and/or restricted common areas and facilities established herein shall not be changed except by written Declaration Deed or by amendment to this Deed duly registered by the Grantor based on the Revised Section 13(3) of the Building.

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

FOURTEENTH: That each apartment owner shall comply with the provisions of the Deed, the bye-laws, decisions and resolutions of the Association of Apartment Owners and its representatives, and failure to comply with any such provision, decision or resolution, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

FIFTEENTH: That the dedication of the property to the plan of Apartment Ownership herein shall not be revoked, or the property removed from the plan of Apartment Ownership, or any of the provisions herein contained unless all the Apartment Owners and the mortgagees of all the mortgages covering the units unanimously agree to such



revocation, or cessation, or removal of the property from the plan by duly registered instruments. However the Grantor reserves to alter or modify this Deed anytime or times before the property conveyed to the Apartment Owners.

SIXTEENTH: That no Apartment owner of a family unit may exempt himself from liability for his contribution towards the common expenses by evading at the use of enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of his family unit.

SEVENTEENTH: All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a charge on such family unit prior to all other charges except only (1) charges, if any, on the family unit for payment of Government or Municipal taxes or both, and (2) all sums unpaid on a first mortgage of the Apartment.

EIGHTEENTH: That all present or future owners, tenants, future tenants or any other person that might use the facilities of the building in any manner, and subject to the provisions of this Deed and that the same shall be subject to the use of the family units of the building at the time of occupancy of any of the said units shall signify that the provisions of this Deed are accepted and notified. The respective family unit shall not be mortgaged or given in lease or license or caretaker basis by the apartment owners thereof for tenant or hotel purposes, which shall be defined as (a) rental compensation or compensative for any period less than thirty days or (b) any rental or lodging or moving guest services other than the foregoing obligations, the apartment owners of the respective family unit shall have the absolute right to reject such unit or give it on lease or license or caretaker basis provided their said lease or license or license or caretaker basis is made subject to the covenants and restrictions contained in this Declaration and further subject to the bye-laws in Exhibit B attached hereto.

NINETEENTH: That if the property, subject to the plan of Apartment Ownership is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970.

TWENTIETH: That, where a family unit is sold by a mortgagee in exercise of his powers of sale under an English mortgage or by a Court in execution of a decree in a suit brought by a mortgagee against the owner of such family unit, then neither the mortgagee nor the purchaser who derives title to the family unit of 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 acquire, if being understood, however, that the above shall not be construed to prevent the Association of Apartment Owners from filing and obtaining charge for such assessments and enforcing same as provided by law, and that such charge shall be subordinate to such mortgage.

TWENTYFIRST: That in a voluntary conveyance of a family unit the grantor of the unit shall be jointly and severally liable with Grantor for all unpaid assessments by the



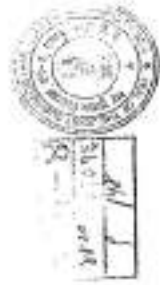
Association of Apartment Owners against the latter for his share of the common expenses up to the time of the grant or consequence without prejudice to the grantor's right to recover from the Grantee the amounts paid by the grantor thereof. However, the such grantee shall be entitled to a statement from the Manager or Board of Managers of the Association, in the case may be, setting forth the amount of the unpaid assessments against the Grantee due to the Association and such grantees shall not be liable for, nor shall the family unit conveyed be subject to a charge for, any unpaid assessments made by the Association of Apartment Owners against the Grantee in excess of the amount therein set forth.

TWENTY-SECOND: That the Manager or Board of Managers of the Association shall obtain and continue in effect fireproof, property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering family units but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance.

TWENTY-THIRD: That insurance for any blanket insurance coverage shall be common expenses to be paid by monthly assessment levied by the Association of the Apartment Owners and that such payment shall be held in support of the Association and used solely for the payment of a blanket property insurance premiums as and when such premium becomes due.

TWENTY-FOURTH: That every Owner of the Unit shall pay the maintenance Contribution to the Association of Apartment Owners and till the Building is handed over to the Association to the Owner or the 3rd of every month in advance as may be decided by the Association as till the building is handed over to the Association to the Grantee (including the expenditure for the following items and services:

- (a) Water Taxes on the Plot till the individual Units are assessed to tax.
- (b) Proportionate Non-Agriculture Tax.
- (c) Proportionate N.T.T. Ground Rent.
- (d) Electric Consumption Bill for Motor Pumps and Common Lighting.
- (e) Municipal Water Consumption Bill.
- (f) Salaries of Administrative Staff, Liftman, Porter, Security Watchman, Electrician, Attendant, Sweeper etc.
- (g) Repairs maintenance of the Building, Pave Lanes, Electrical Fittings, Painting, L.P. or any other installation etc.
- (h) GHSSET / Battery Inverter Replacement & Maintenance.
- (i) Other incidental maintenance expenditures.



IN WITNESS WHEREOF THE GRANTORS have hereunto set and subscribed their respective hands & signed this deed on this 16th day of August, 2016 in the presence of attesting witnesses.

For M/s. Srinag Builders & Developers Pvt. Ltd.


(Prithvi D. Malik)
DIRECTOR





For Dinash C. Sanyal & Sushil C. Sanyal


(Prithvi D. Malik)
DIRECTOR



M/s. Srinag Builders & Developers Pvt. Ltd.
POWER OF ATTORNEY HOLDER
GRANTORS

WITNESSES:


1. 


2. 







EXHIBIT - B
Byelaws of "SAMPANNA" CONDOMINIUM
CHAPTER 1

2. Short title and Application

(1) These Byelaws shall be called the Byelaws of the "SAMPANNA" CONDOMINIUM.

(2) The provisions of these Byelaws apply to the "SAMPANNA" CONDOMINIUM.

All present or future owners, tenants, or other employees, or any other persons that might use the facilities of the building in any manner, are subject to the regulations set forth in these Byelaws.

The mere acquisition or ownership of a unit or portion of the building or any part of the building or any of the family units (herein referred to as "unit") of the building or more act of occupancy of the said units will signify that these Byelaws are accepted, ratified and complied with.

3. Definitions

(1) In these Byelaws, unless the context required 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 "SAMPANNA" Condominium.
- (c) "Board" means a Board of Managers consisting of five persons, all of whom shall be Owners of apartment in the "SAMPANNA" Condominium.
- (d) "Building" means the building located at Plot No. 176, L.T. Road, Ram Nagar, Nagpur-440033 in Tehsil and District Nagpur and includes the land forming part thereof within the limits of Nagpur Municipal Corporation, Nagpur and will be known as "SAMPANNA".
- (e) "Declaration" means the Declaration, which the sole owner of the building or all the owners of the building have executed and registered as provided in Section 3 of the Act.
- (f) "Majority of Owners" means those owners holding 51 per cent of the votes in accordance with the percentages assigned in the Declaration.
- (g) "Owner" or "apartment owner" means the person owning an apartment in the building titled as "SAMPANNA".
- (h) "Section" means a section of the Act.
- (i) "Unit" means a family unit in the "SAMPANNA".
- (j) "Registrar" means the Registrar of Co-operative Societies.



(k) 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. 176, L.T. Road, Ram Nagar, Nagpur-440033 in Tehsil and District Nagpur known as "SAMPANNA" Condominium is subjected to the provisions of 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 "SAMPANNA" who have filed their respective Declarations and submitted their apartments to the provisions of the Act.

(b) To raised or deposit moneys;

(c) To provide for the maintenance, repair and replacement of the common areas and facilities by contributions from the apartment owners, and if necessary, by raising loans for the purpose.

(d) To retain and give on rent or on license, if possible, suitable portions of the common areas to outsiders for commercial purposes; 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 do 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 loan to any apartment owner in case of any necessity and to provide for the repayment thereof in lump sum or in installments;

(g) To establish and carry on its own account or jointly with individuals or institutions, educational, physical, social and recreative activities for the benefits of the apartment owner;

(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 engaged for the attainment of the objects specified in these Byelaws.

(j) To open Bank Account with any Banking Company in the name of Association and to operate the same.

(k) The Association shall not act beyond the scope of these objects without duly attending the provisions of these Byelaws for the purpose.

5. Members of Association

(1) All persons who have purchased apartments in the "SAMPANNA" Condominium and executed respective Declaration under Section 3 submitting their apartment to the provisions of the Act shall automatically become the members of the Association.



and shall pay the sum of One Hundred Rupees as entrance fee and may purchase at least one share of the first value of Rs. 1000/- each. Each apartment owner shall receive a copy of the bye-laws as perment of Two Hundred 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 entrance fee of One Hundred Rupees. The Shares held by apartment owner shall be transferred to the name of such purchaser or donee on payment of Transfer fee of One Hundred 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 representatives of his estate. In case he has not made any specific 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 the Administration of the "Sapthagat" Condominium as Apartment owner or joint apartment owners. Where any legatee is a minor, the apartment owner shall be entitled to deposit a guardian of such minor.

6. **Joint apartment owners** - Where an apartment has been purchased by two or more persons jointly, they shall be jointly entitled to the apartment and the share of the Association shall be issued in their joint names, but the person whose name stands first in the share certificates 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 the share jointly).

8. **Disqualification** - No apartment owner 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 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 elections to the Board would take place.

CHAPTER II

Voting, Quorum and Proxies

9. **Voting** - Voting shall be on a percentage basis, and the percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or unit in the Declaration.

10. **Quorum** - Except as otherwise provided in these by-laws, the presence in person of a majority of owners shall constitute a quorum.

11. **Votes to be cast in person** - Votes shall be cast in person.



CHAPTER III

Administration

12. **Powers and duties of association** - The association will have the responsibility of administering the "Sapthagat" Condominium, approving the annual budget, establishing and collecting meeting assessments and emerging 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. **Power of Meeting** - Meetings of the Association shall be held at suitable place convenient to the owners as may from time to time be decided by the Association.

14. **Annual Meetings** - The first annual meeting of the Association shall be held on 31-12-2017. Thereafter, the annual meetings of the members shall be held every year on a date to be fixed by the Board. At such meetings there shall be elected by ballot of the apartment owners a Board of Managers in accordance with the requirements of by-law 23. 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 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 action of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of four-fifths of the owners present in person.

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

17. **Adjourned meetings** - If any meeting of owners cannot be organized because a quorum has not attained, 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: -

- Roll call.
- Proof of notice of meeting or waiver of notice.
- Reading of minutes of preceding meeting.
- Reports of officers.



4) Report of the Housing Commissioner or the Registrar or if the Officer duly authorized by them.

- f) Report of Committees
- g) Election of Board of Managers.
- h) Unfinished business, if any.
- i) New business.

CHAPTER IV

Board of Managers

15. **Management of Association** - The Affairs of the Association shall be governed by a Board of Managers.

16. **Powers and duties of Board** - The Board of Managers shall have the powers of a Board of Managers.

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The Managers shall hold office until their successors have been elected and hold their first meeting.

24. **Vacancies** - Vacancies in the Board caused by any reason other than the removal of a manager by a vote of the Association shall be filled by vote of the majority of the remaining Managers, even though they may constitute less than a quorum; and such person so elected shall be a Manager until a successor is elected at the next annual meeting of the Association.

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

27. **Regular meetings** - Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of Managers, but at least two 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 telegram, at least three days prior to the day named for such meetings.

28. **Special meetings** - Special meetings of the Board may be called by the President on three days notice to each Manager, given personally or by mail, or telegram, which notice shall state the time, place (as herein above provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on the notice as the written request of at least three Managers.

29. **Waiver of notice** - Before or at any meeting of the Board any Manager, man, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Authorization by the 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.

30. **Quorum** - At all meetings of the Board, one third of the total strength of the Managers shall constitute a quorum for the transaction of business, and the acts of the Managers present at a meeting at which a quorum is present shall be the 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. At any such adjourned 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 furnish adequate fidelity bonds. The Association shall pay the premiums on such bonds.

CHAPTER V

OFFICERS

32. Designation - The principal officers of the Association shall be a 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 judgment may be necessary. (In the case of an Association of one hundred owners or less, the offices of Treasurer and secretary may be held by one person).

33. Election of Officers - The Officers of the Association shall be elected annually by the Board at the September meeting of each year. Board and shall hold office at pleasure of the Board.

34. Removal of Officers - Upon an affirmative vote of a majority of the members of the Board any officer may be removed, either with or without cause, and his successor be 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 the Chief Executive Officer of the Association. He shall preside over all meetings of the Association and of the Board. He shall have all of the powers and duties which are usually vested in the office of 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.

36. Vice-President - The Vice-President shall take the place of the President and perform his duties whenever 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 to act as an interim President. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by Board.

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

38. Treasurer - The Treasurer shall be responsible for Association funds and receipts and shall also be responsible for keeping full accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.



CHAPTER VI

Obligations of the Apartment Owners

39. Assessments - All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to the "Solemnity" Condominium, which may include an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard or calamity. The assessments shall be made pro-rata according to the area of the unit owned, as stipulated in the declaration. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements.

40. Maintenance and repair -

1.(a) Every owner must perform promptly, at his expense and repair work within his unit, which if omitted would affect the "Solemnity" Condominium in entirety or in a part belonging to other owners, being expressly responsible for the damage and liability that his failure to do so may entangle.

(b) All the repairs of interior installations of the unit such as water, light, gas, power, sewage, telephones, air-conditioning, sanitary installation, doors, windows, lamps, and all other accessories belonging to the unit area shall be at the expense of the apartment owner concerned.

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

2. That every Owner of the Unit shall pay the Maintenance Contribution to the Association of Apartment Owners and till the Building is handed over to the Association to the Grantor on the 5th of every month in advance as may be decided by the Association or till the building is handed over to the Association to the Grantor containing the expenditure for the following items and services:

- (a) HMC Taxes on the Plot till the individual Units are assessed to tax.
- (b) Proportionate Non-Agriculture Tax.
- (c) Electric Consumption Bill for Meter House and Common Lighting.
- (d) Municipal Water Consumption Bill.
- (e) Salaries of Administrative Staff, Ufman, Rumber, Security Watchman, Electrician, Attendance, Sweeper etc.
- (f) Repairs Maintenance of the Building, Pipe Lines, Electrical Fittings, Painting, Lift or any other installation etc.
- (g) General / Military Inventory replacement & maintenance.

41. Use of family satellite-internal changes -

- (1) All units shall be utilized for residential purposes only.
- (2) An owner shall not make any structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the President of the Board if no Manager is employed. The Association shall



have the obligation to enter within twenty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification, alteration or installation.

42. Use of common area and facilities and notified common areas and facilities -

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

43. Right of entry -

(1) An owner shall grant the right of entry to the Manager or to any other person authorized by the Board or the Association in case of any emergency or situation in or threatening his and whether the owner is present at the time or not.

(2) An owner shall permit other owners, or their representative when so required to enter his unit for the purpose of performing installations, alterations or repairs to the civil, sanitary, 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 an emergency, such right of entry shall be immediate.

44. Rules of Conduct -

(1) No resident of the "Sampatitika" Condominium shall post any advertisement, or posters of any kind in or on the building except as authorized by the Association.

(2) Residents/Owners shall exercise extreme care about making noises or the use of musical instruments, radio, television and amplifiers that may disturb others. Residents keeping domestic animals shall abide by the municipal sanitary by-laws or regulations.

(3) It is prohibited to hang garments, rugs, etc. from the window balconies, or from any of the "Sampatitika" Condominium.

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

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

(6) No owner, resident or tenant shall install wiring for electrical or telephone installations, television antennas, machines or air-conditioning units etc. on the exterior of the "Sampatitika" Condominium or that protrude through the walls or the roof of that Condominium except as authorized by the Association.



CHAPTER VII

Funds and their Investments

45. Fund - Fund may be raised by the Association in all or any of the following ways - namely:-

- by shares;
- by contributions and donations from the Apartment owners;
- from common profits which shall form the nucleus of the Reserve Fund;
- by raising loans, if necessary, subject to such terms and conditions as the Association, with the approval of the Competent authority, may determine in this behalf.

46. Investment - The Association may invest or deposit its funds in one or more of the following:-

- In the Central Co-operative Bank or in the State Co-operative Bank; or
- In any of the securities specified in section 20 of the Indian Trust Act, 1882; or
- In any other Co-operative Bank other than those stated to in clause (a) of this by law, or in any Banking Company approved for the purpose by the Association.

47. Application - Should there be any reduction of apartment owners in the locality in which the "Sampatitika" Condominium is situated, the Association may, after consulting the competent authority, become a member thereof, and pay the same from time to time payable to such federation under the rules thereof.

48. Accounts -

(1) A banking account should 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. 5,000/- for petty expenses. All payments above Rs. 5,000/- shall be made by cheques signed by the Secretary and one member of the Board. However electricity, water and other statutory payment may be made in cash.

(2) Each Apartment owner shall have pass book in which the Secretary shall enter moneys paid to or received for his share in respect 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.

The Association shall publish an audited annual financial statement in respect of the common areas and facilities containing:-

- the profit and loss account;
 - the receipts and expenditure of the previous financial year; and
 - a summary of the property and assets and how the value of fixed assets has been arrived at.
- (5) The audited financial statement shall be open to the inspection of any member of the Association during office hours and in the office of the Association and a copy



United, shall be submitted to the competent authority not later than 1 January

(2) Every Financial Statement shall be accompanied by a complete list of the apartment owners. There shall also accompany the financial statement a similar list of tenants. The financial statement shall state with what other public and business of common status are included.

49. **Publication of accounts and report** - 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.

50. Appointment of Auditor—The association shall appoint at its general meeting, an auditor who shall audit the accounts of the Association to be prepared by the Board as hereinafter provided and shall transmit the annual return, and certify the same, with the accounts relating thereto and shall deliver the same as found by him to be correct, duly vouched and in accordance with law, or specially report to the Association in what respect he finds it incorrect, unvouched or not in accordance with law.

5.1. Power of Auditor – The Auditor shall be entitled to call for and examine any books or documents belonging to the Association relating to the common areas and facilities (including limited common areas and facilities) and wherein requests and shall make a special report to the Association upon any matter connected with the accounts which appears to him to require notice.

CHAPTER VIII

Marketing Call

52. **Notice to Association** – An owner who renounces his sales, shall notify the Association through the Manager, if any, or the President of the Board in the event there is no Manager, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgages of Units."

83. **Notice of unpaid assessments** - The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

CHAPTER IX

Corrigendum

8.4. Compliance – These by-laws are set forth to comply with the requirements of the Maharashtra Apartment Demeising Act, 1971. In case any of these by-laws conflict with the provisions of the said Act, it is hereby agreed and accepted that provisions of the Act will apply.

55. **Seal of the Association** – The Association shall have a common seal which shall be in the custody of the Secretary, and shall be used only under the authority of a resolution of the Board and every deed or instrument to which the seal is affixed shall be attested for its behalf by the Association by two members of the Board and the Secretary or any other person authorized by the Association in that behalf.



CHAPTER 8

Amendments to plan of Apartment ownership

56. **Amendments of by-laws.** These by-laws may be amended by Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75 per cent. of the total value of all units in the "SUNSHINE" Condominium as shown in the Declaration.

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 Wayne D. Bagnall
 (Printed Name)

For Donatelli C., Sirive & Suardi C. Sirive



 DIRECTOR
 FEDERAL BUREAU OF INVESTIGATION
 U.S. DEPARTMENT OF JUSTICE

M/s. Sankaraj Builders & Developers Pvt. Ltd.,

GRANTORS

WITNESSES:

2. Armed

2. Armed

Edited by R.K. Gosselin, 1-25 First Place, 3rd Floor, Bari Ridge Square, Atlantic Road, Virginia Beach, VA 23462-1104.
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