



Tuesday, January 11, 2011

2:57:13 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 319

दिनांक 11/01/2011

गावाचे नाव असदुल्लाबाद

दस्तऐवजाचा अनुक्रमांक

नोंदणी 00319 - 2011

दस्ता ऐवजाचा प्रकार



सादर करणाराचे नाव: साई डेव्हलपर्स तर्फे पाठवले हरीश पिता मोहनराव लालवाणी - -

नोंदणी फी	:-	750.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (56)	:-	1120.00
<b>एकूण</b>	<b>रु.</b>	<b>1870.00</b>

**दस्ता परतदिला**

आपणास हा दस्त अंदाजे 3:11PM ह्या वेळेस मिळेल

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दुय्यम निबंधक  
नांदेड 2

बाजार मूल्य: 0 रु.

मोबदला: 0 रु.

भरलेले मुद्रांक शुल्क: 200 रु.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: दि अकोला अर्बन को-आप बँक लि शाखा नांदेड ;

डीडी/घनाकर्ष क्रमांक: 10S7595; रक्कम: 750 रु.; दिनांक: 11/01/2011

— साई डेव्हलपर्स  
— डिकोर्सिशन

दोका  
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३१/१२/०९

The Akola Urban Co-Operative Bank  
Ltd., Akola, Branch Nanded, Wadhwa  
Nivesh, Nanded building, Nanded.

भारत 68081  
172880

Special Adhesive  
महाराष्ट्र  
JAN 11 2011

D-5/BTP/V/C.R. 1013/03/04/2252-66



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FORM "A"  
INDIA STAMP DUTY MAHARASHTRA  
(SEE RULE 3)

**DEED OF DECLARATION**

*[Signature]*  
Author: Secretary  
S. B. [unclear]

This deed of declaration is made and executed today on this the 11<sup>th</sup> day of January, 2011 of "SAI DEVELOPERS", Situated at Sharda Nagar, Asadullabad, Nanded.

**M/s. Sai Developers,**

Through their partners

- 1) **Shri. Harish s/o. Mohandas Lalwani,**  
age 39 yrs., Occ. business,  
R/o. Sindhi Colony, Near Bafna Petrol Pump,  
Nanded
- 2) **Shri. Sunil s/o. Ramakant Jonnawar,**  
age 43 yrs., Occ. business,  
R/o. Gokul Nagar, Nanded

(Hereinafter referred to as "Grantors" who are fully empowered and qualified to execute this deed does hereby states)



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**FIRST:-**

That, the grantor owns the following plots situated at village Asadullabad, Tq. & Dist. Nanded within the Municipal limits of Nanded Waghala City Municipal Corporation, Nanded, Tq & Dist: Nanded which is described as follows :

All the piece and parcel of the land bearing plot No. 13, 14 & 15, out of land survey No. 30/A/2, PR card No. 10313, situated at Asadullabad, Nanded within the municipal limits of Nanded-Waghala City Municipal Corporation Nanded and also within the limit of Sub Registrar, Office, Nanded, out of which plot No. 13 is admeasuring 22.75 meter south north in length and 12 meter east-west in width totally adm. 273 sq. meter in area and is surrounded by-

East : Plot No. 12

West : Plot No. 14 belonging to grantor

North : Property in survey No. 40 of Nandigram Housing Society.

South : 9 meter width road.

Plot No. 14 is admeasuring 22.75 meter south north towards east and towards from west 23.25 in length and 12 meter east-west in width totally adm. 276 sq. meter in area and is surrounded by-

East : Plot No. 13

West : Plot No. 15

North : Property in survey No. 40 of Nandigram Housing Society.

South : 9 meter width road.

Plot No. 15 is admeasuring 23.25 meter south north towards east and towards from west 23.75 in length and 12 meter east-west in



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width totally adm. 282 sq. meter in area and is surrounded by-

- East : Plot No. 14  
 West : Plot No. 16  
 North : Property in survey No. 40 of Nandigram Housing Society.  
 South : 9 meter width road.

This Grantors has purchased the plot No. 13 vide registered sale deed No. 6923 dated 31-12-2009, plot No. 14 & 15 vide registered sale deed No. 9420 dated 28-11-2008. The Grantors construct the residential complex on the property described above and so the present Deed of Declaration is executed by the Grantor.

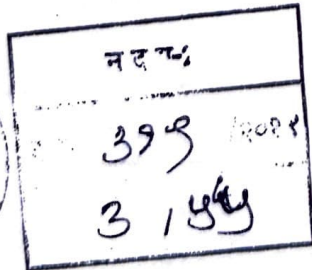
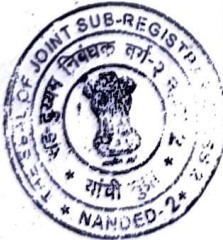
That, after purchase of the said plots the partners of the firm "Sai Developers" has registered the firm under Registrar of Firm at which bears registration No. ABD/4684 Dt. 12.04.2010 & PAN Card No. ABRFS 6624 A and according to the Registrar Firm a partnership deed is prepared and submit to the concern department.

**SECOND:-**

That, the Grantors has constructed on the parcel of land described above a building known as "SAI HEIGHTS" according to the plans attached hereto as Exh. "A" which are made a part The postal address of the building is -

Building Address : "SAI DEVELOPERS "  
 SAI HEIGHTS,  
 Sharda Nagar Asadullabad,  
 Nanded-431 602.

Office Address : "SAI DEVELOPERS "  
 302, 111rd floor, Sanman Tower,



Vazirabad, Nanded-431 601.

**THIRD:-**

That, the said building consists of a ground floor and three upper floors. The ground floor consist Parking, Garden, Gym Hall, Toilets and Watchman room and upper three Stilt floors consist of five individual apartments on each stilt floor all for residential purpose. The three upper stilt floors are all capable of individual utilisation on account of having their own exist to a common area and facility of the building, and the apartments will be sold to one or more owners, each owner obtaining a particular and exclusive property right thereto and each apartment constituting a heritable 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/or restricted 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/or restricted common areas and facilities", all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970.

**FOURTH:-**

That, this condominium shall be known as "SAI HEIGHTS " and that the family units and common areas and facilities of the building will be as follows:-

**1. FAMILY UNITS- FIRST, SECOND AND THIRD STILT UPPER FLOORS:-**

The family unit on the First Stilt floor consist five family unit and the said family unit will be numbered as family unit no.101,102, 103, 104, & 105 and the second stilt upper floor consists five family units



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which bears family unit no. 201, 202, 203, 204 & 205 and third stilt floor consists of five family units which bears family unit No. 301, 302, 303, 304 & 305.

The family units are described herein below. The majors of a family unit includes all the outside walls and one half of the block partition but excludes bearing walls.

That there is open terrace on fourth stilt floor of the apartment and the said terrace which is not subjected to common area and the Grantor reserves their rights to construct flats etc. on the said terrace, after granting permission of the competent authority.

**FAMILY UNIT NO.101 ON FIRST STILT UPPER FLOOR.**

It is a "Rectangular" in shaped apartment as shown in Exh."A" of the deed of declaration having total built area 635 sq. feet in area and total salable area 935 sq. ft. The family unit consists of following rooms etc. as under :-

- (1) Onebed room
- (2) One Kitchen
- (3) Hall
- (4) Toilet
- (5) Study room, Balcony and Internal Passage etc.,

**FAMILY UNIT NO.102. ON FIRST STILT UPPER FLOOR.**

It is a "Rectangular" in shaped apartment as shown in Exh."A" of the deed of declaration having total area 1009 sq. feet in area and slable area 1309 sq. ft. The family unit consists of following rooms etc. as under :-

- (1) Two bed room
- (2) One Kitchen-cum-dining



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- (3) Hall
- (4) Toilet
- (5) Bath room, Balcony and Internal Passage & terrace etc.,

**FAMILY UNIT NO.103 ON FIRST UPPER STILT FLOOR,**

It is a "Rectangular" in shaped apartment as shown in Exh."A" of the deed of declaration having total area 1047 sq. feet in area and slable area 1347 sq. ft. The family unit consists of following rooms etc. as under :-

- (1) Two bed rooms
- (2) One Kitchen
- (3) One dining
- (4) Hall.
- (4) WC Bath room
- (6) Washing area and Internal Passage & terrace etc.,

**FAMILY UNIT NO.104 ON FIRST UPPER STILT FLOOR,**

It is a "Rectangular" in shaped apartment as shown in Exh."A" of the deed of declaration having total area 815 sq. feet in area and slable area 1115 sq. ft. The family unit consists of following rooms etc. as under :-

- (1) Two bed room
- (2) One Kitchen
- (3) Hall.
- (4) W.C. Bath room, washing area and Internal Passage etc.,



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**FAMILY UNIT NO.105 ON FIRST UPPER STILT FLOOR.**

It is a "Rectangular" in shaped apartment as shown in Exh."A" of the deed of declaration having total area 1480 sq. feet in area & slable area 1780 sq. ft. The family unit consists of following rooms etc. as under :-

- (1) Two bed room with attached WC Bath
- (2) One Kitchen
- (3) One Dining Hall.
- (4) One Toilet,
- (5) Washing area, waiting porch, Internal Passage, Pooja Room, Store Room & terrace etc.,

**FAMILY UNIT NO.201 ON SECOND STILT UPPER FLOOR.**

It is a "Rectangular" in shaped apartment as shown in Exh."A" of the deed of declaration having total built area 1029 sq. feet in area and total salable area 1329 sq. ft. The family unit consists of following rooms etc. as under :-

- (1) Two bed room, one with attached WC & bath
- (2) One Kitchen cum Dining
- (3) Hall
- (4) Toilet
- (5) Bath room, Balcony and Internal Passage & Terrace etc.,

**FAMILY UNIT NO.202, ON SECOND STILT UPPER FLOOR.**

It is a "Rectangular" in shaped apartment as shown in Exh."A" of the deed of declaration having total area 1009 sq. feet in area and slable area 1309 sq. ft. The family unit consists of following rooms etc. as under :-



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- (1) Two bed room with attached WC and bath
- (2) One Kitchen-cum-dining
- (3) Hall
- (4) Toilet
- (5) Bath room, Balcony and Internal Passage & terrace etc.,

**FAMILY UNIT NO.203 ON SECOND UPPER STILT FLOOR,**

It is a "Rectangular" in shaped apartment as shown in Exh."A" of the deed of declaration having total area 1047 sq. feet in area and stable area 1347 sq. ft. The family unit consists of following rooms etc. as under :-

- (1) Two bed rooms with attached WC & Bath
- (2) One Kitchen
- (3) One dining
- (4) Hall.
- (4) WC Bath room
- (6) Washing area and Internal Passage & terrace etc.,

**FAMILY UNIT NO.204 ON SECOND UPPER STILT FLOOR,**

It is a "Rectangular" in shaped apartment as shown in Exh."A" of the deed of declaration having total area 815 sq. feet in area and stable area 1115 sq. ft. The family unit consists of following rooms etc. as under :-

- (1) Two bed room
- (2) One Kitchen
- (3) Hall.
- (4) W.C. Bath room, washing area and Internal Passage etc.,



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**FAMILY UNIT NO.205 ON SECOND UPPER STILT FLOOR,**

It is a "Rectangular" in shaped apartment as shown in Exh."A" of the deed of declaration having total area 1060 sq. feet in area & slable area 1360 sq. ft. The family unit consists of following rooms etc. as under :-

- (1) Two bed room
- (2) One Kitchen
- (3) One Dining Hall.
- (4) WC & Bathraoom,
- (5) Washing area and Internal Passage, & terrace etc.,

**FAMILY UNIT NO.301 ON THIRD STILT UPPER FLOOR,**

It is a "Rectangular" in shaped apartment as shown in Exh."A" of the deed of declaration having total built area 1029 sq. feet in area and total salable area 1329 sq. ft. The family unit consists of following rooms etc. as under :-

- (1) Two bed room, one with attached WC & bath
- (2) One Kitchen cum Dining
- (3) Hall
- (4) Toilet
- (5) Bath room, Balcony and Internal Passage & Terrace etc.,

**FAMILY UNIT NO.302, ON THIRD STILT UPPER FLOOR,**

It is a "Rectangular" in shaped apartment as shown in Exh."A" of the deed of declaration having total area 1009 sq. feet in area and slable area 1309 sq. ft. The family unit consists of following rooms etc. as under :-

- (1) Two bed room with attached WC and bath
- (2) One Kitchen-cum-dining



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- (3) Hall
- (4) Toilet
- (5) Bath room, Balcony and Internal Passage & terrace etc.,

**FAMILY UNIT NO.303 ON THIRD UPPER STILT FLOOR,**

It is a "Rectangular" in shaped apartment as shown in Exh."A" of the deed of declaration having total area 1047 sq. feet in area and slable area 1347 sq. ft. The family unit consists of following rooms etc. as under :-

- (1) Two bed rooms with attached WC & Bath
- (2) One Kitchen
- (3) One dining
- (4) Hall.
- (4) WC Bath room
- (6) Washing area and Internal Passage & terrace etc.,

**FAMILY UNIT NO.304 ON THIRD UPPER STILT FLOOR,**

It is a "Rectangular" in shaped apartment as shown in Exh."A" of the deed of declaration having total area 815 sq. feet in area and slable area 1115 sq. ft. The family unit consists of following rooms etc. as under :-

- (1) Two bed room
- (2) One Kitchen
- (3) Hall.
- (4) W.C. Bath room, washing area and Internal Passage etc.,



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**FAMILY UNIT NO.305 ON THIRD UPPER STILT FLOOR.**

It is a "Rectangular" in shaped apartment as shown in Exh. "A" of the deed of declaration having total area 1060 sq. feet in area & slable area 1360 sq. ft. The family unit consists of following rooms etc. as under :-

- (1) Two bed room
- (2) One Kitchen
- (3) One Dining Hall.
- (4) WC & Bathroom,
- (5) Washing area and Internal Passage, & terrace etc.,

**2. COMMON AREAS AND FACILITIES**

- a) The moral of land described in paragraph first and "Appendix 'A'" of this deed.
- b) Stairways and landings from ground floor to terrace.
- c) Ground floor utility and drinking water pumps and utility and drinking water tank located on the roof of the building.
- d) Plumbing net work throughout the building.
- e) Electric wiring net work throughout the building
- f) Necessary light and public water connection.
- g) The foundation and main walls, columns, girders, beams and roofs of the building as described in the plans which forms part of this deed as Exh. "A" hereof.
- h) Tanks, pumps, motors, in general all apparatus and installation existing for common use.
- i) The entire parking will be used as commons space for the family



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units but ownership of the area will be reserved by the Grantor.

- D) A corridor extending from the lobby to stairways.
- h) Fitness centre, garden, watchman room will be for common use between the flat purchasers only

**SIXTH :-**

- a) That, the right, title and interest of each owner of a family unit in the general common area and facilities listed in sub para no.2 of paragraph 5th and their proportionate shares in the profit and common expenses in the said general common areas and facilities, as well as the proportionate representation for voting purpose in the meeting of the association of apartment owners of the "SAI HEIGHTS " condominium is based on the proportionate value of each family unit to the total value of all family units.
- b) That, the right, title and interest of each owner of a family unit located on each of the first, second & third floor in the restricted common areas and facilities located in the respective floor and listed under letter (j) of said sub-paragraph 2 of paragraph Fifth, and their proportionate share in the profits and common expenses in the said restricted common areas and facilities as well as the proportionate representation of voting purposes with respect to the said restricted common areas and facilities in the meeting of the association of apartment owners of the "SAI HEIGHTS" condominium is based on the proportionate value of each family unit to the total value of all family units located on its respective floors.
- c) The proportionate representation for voting purposes provided



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In (a) and (b) hereof may be limited in accordance with the provisions of the bye-laws attached hereto as Exh."B".

- d) Apartment/apartments and the percentage of undivided interest in the common areas and facilities appertaining to the apartment/ each apartment are not encumbered in any manner whatsoever on the date of this declaration.

**SEVENTH:-**

That, the Administration of "SAI HEIGHTS" condominium consisting as aforesaid of the building and parcel of land described in paragraph first and fifth of this deed shall be in accordance with the provisions of this deed and with the provisions of the bye-laws which are made a part of this deed and are attached hereto as Exh."B".

**EIGHTH :-**

That, as appears 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 and second floor may be conveyed and registered as individual properties capable of independent use, on account of each having its own exit 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 family unit and in addition the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

**TENTH:-**

That, so long as the Grantor and builder owns one or more of the family units, the Grantor shall be subject to the provisions of this deed and of the Exhibits A and B attached hereto and the Grantor covenants to take no action which will adversely affect the rights of the



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Association of Apartment owners with respect to assurances against latent defects in the building or other rights assigned to the association by reason of the establishment of the "SAI HEIGHTS" 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.

**TWELTH :-**

That, percentage of the undivided interest in the general and/or restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the apartment owners expressed in amendment to this Deed duly registered.

**THIRTEENTH:-**

That, the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the family units 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 this deed, the bye-laws, decisions and resolutions of the Association of apartment owners of its representative, and failure to comply with any such provisions, decisions or resolutions, 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



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Ownership herein shall not be revoked, or the property removed from the plan of apartment ownership, or any of the provisions herein amended unless all of the apartment owners and the mortgagees of all the mortgages covering the units unanimously agree to such revocation, or amendment, or removal of the property from the plan by duly registered instruments.

**SIXTEENTH:-**

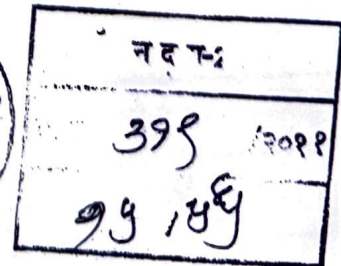
That, no apartment owner of a family unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and /or restricted common areas and facilities or by the abandonment of his family unit.

**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) charge if any, on the family unit for payment of Government to 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, are subject to the provisions of this deed and that the mere acquisition or rental of any of the said family units of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this deed are accepted and ratified. The respective family unit shall not be rented or given on lease and licence or caretaker basis by the apartment





owners thereof for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) rental of if the occupants of the family unit are provided customary hotel or boarding or lodging or paying guest services other than the foregoing obligations, the apartment owners of the respective family units shall have the absolute right to lease such unit or give it and lease and licence or caretaker basis provided that said lease or leave and licence or care taker basis is made subject to the covenants and restrictions contained in this declaration and further subject to the by-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 owners of such family unit, then neither the mortgagee nor the purchaser who derives title to the family unit at such sale or his successors or assigns shall be liable, for assessments by the association which become due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the association of apartment owners from filing and claiming charge for such assessments and enforcing same as provided by law, and that such charge shall be subordinate to such mortgage.



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**TWENTY FIRST :-**

That, in a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable with the 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 conveyance without prejudice to the guarantee's right to recover from the Grantor the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Manager or Board of Manager of the Association, as the case may be setting forth the amount of the unpaid assessment against the Grantor due to the Association and such grantee 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 Grantor and builder in excess of the amount therein, set apart apartment owners against the grantor in excess of the amount therein, set forth.

**TWENTY SECOND:-**

That the Manager of Board or Manager of the association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgages covering family units but without prejudice to the right of the owner a family unit to obtain individual family unit insurance.

**TWENTY THIRD :-**

That, insurance premium for any blanket insurances coverage shall be a common expense to be paid by monthly assessment levied by the association of apartment owners; and that such payment shall be held in a separate account of the association and used solely for the payment of the blanket property insurance premiums ass such premiums become due . Other document already filed in office of Sub Registrar which are unregistered document for record.



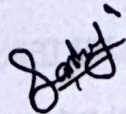
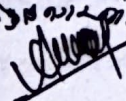
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IN WITNESS THEREOF the executant has executed this deed today on this the 11<sup>th</sup> day of January, 2011 at Nanded.

Witnesses

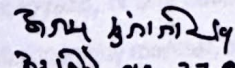
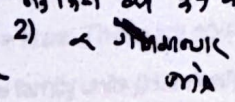
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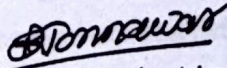
M/s. Sai Developers,  
Through their partners

1)   
सिंधी कोलनी वॉलंटरी कमिटी  
अनंता 38 नं. 4  
जिल्हा नगर, नांदेड  




1) Harish s/o. Mohandas Lalwani,  
r/o. Sindhi Colony,  
Near Bafna Petrol Pump, Nanded

2)   
गोकुल नगर वॉलंटरी कमिटी  
अनंता 37 नं. 1  
जिल्हा नगर, नांदेड  




2) Sunil s/o. Ramakant Jonnawar,  
R/o. Gokul Nagar, Nanded



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**EXHIBIT "B"**

(See clause 18)

**BYE LAWS OF "SAI HEIGHTS" CONDOMINIUM**

**CHAPTER 1.**

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

(1) These bye laws may be called the bye laws of the "**SAI HEIGHTS**" condominium. 2. The provisions of these bye laws apply to "**SAI HEIGHTS**" condominium.

(2) All present or future owners, tenants, future tenants, or their 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 bye laws. The mere acquisition or rental or taking or licence of any of the family units (Hereinafter referred to as "units") of the building or mere act of occupancy of any of the said units will signify that these bye laws are accepted, ratified, and will be complied with.

**2. DEFINITION:-**

(1) In these bye laws, unless the context requires otherwise-

(a) "Act" means the Maharashtra Apartment ownership Act, 1970;

(b) "Association" means the association of all the apartment owners constituted by such owners for the purpose of the condominium;

(c) "Board" means a Board of Managers consisting of persons, all of whom shall be owners of apartment in "**SAI HEIGHTS**" condominium.

(d) "Building" means the building located at Asadullabad, Tq. Dist. Nanded and known as the "**SAI HEIGHTS**" condominium and includes the land forming part thereof;



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- (e) "Declaration" means the declaration which type sole owner of the building or all the owners of the building have executed and registered as provided in section 2;
- (f) "Majority of owners" means those owners holding 51 per cent of the votes in accordance with the percentages assigned in the declaration.
- (g) "Owner" or "Apartment owner" means the person owing an apartment in "SAI HEIGHTS" condominium;
- (h) "Section" means a section of the Act.
- (i) "Unit" means a family unit in the "SAI HEIGHTS" condominium;
- (j) "Registrar" means the Registrar of co-operative societies.
- (2) Words and expressions used in these bye laws but not defined therein shall have the meaning respectively assigned to them in the Act.

### 3. APARTMENT OWNERSHIP :-

The building located in Asadullabad, Tq. Dist. Nanded within Municipal limit of Nanded Waghala Municipal corporation, Nanded, Dist. Nanded. The apartment is constructed on a No. 13, 14 & 15, out of land survey No. 30/A/2, PR card No. 10313, situated at Asadullabad, Nanded within the municipal limits of Nanded-Waghala City Municipal Corporation Nanded and also within the limit of Sub Registrar, Office, Nanded, out of which plot No. 13 is admeasuring 22.75 meter south north in length and 12 meter east-west in width totally adm. 273 sq. meter in area and is surrounded by-

East : Plot No. 12



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West : Plot No. 14 belonging to grantor  
 North : Property in survey No. 40 of Nandigram Housing  
 Society.  
 South : 9 meter width road.

Plot No. 14 is admeasuring 22.75 meter south north towards  
 east and towards from west 23.25 in length and 12 meter east-west in  
 width totally adm. 276 sq. meter in area and is surrounded by-

East : Plot No. 13  
 West : Plot No. 15  
 North : Property in survey No. 40 of Nandigram Housing  
 Society.  
 South : 9 meter width road.'

Plot No. 15 is admeasuring 23.25 meter south north towards  
 east and towards from west 23.75 in length and 12 meter east-west in  
 width totally adm. 282 sq. meter in area and is surrounded by-

East : Plot No. 14  
 West : Plot No. 16  
 North : Property in survey No. 40 of Nandigram Housing  
 Society.  
 South : 9 meter width road.

4. OBJECTS OF ASSOCIATION:-

1. The object of the Association shall be:-
- (a) To be and act as the Association of Apartment owners of the  
 building called "SAI HEIGHTS" who have filed their Apartment  
 to the provisions of the Act.
- (b) to interest or deposit moneys.



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- (c) to provide for the maintenance, repairs and replacement of the common area and facilities by contributions from the apartment owners and if necessary by raising loans for that purpose.
- (d) to provide for and do all and any of the matters provided in Sub section (2) of section 16.
- (e) to advance with the consent of the apartment owners, any short terms loans for any apartment in cases of any emergency necessity and to provide for the repayment thereof in lump sum or in instalments.
- (f) to establish and carry on, on its own account or jointly with individuals or institutions, educational, physical, social and redrective activities for the benefit of the apartment owners.
- (g) 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.
- (h) to do all things necessary or and otherwise provided for their welfare expedient for the attainment of the objects specified in this bye laws.
2. The association shall not act beyond the scope of its objects without duly amending the provisions of these bye laws for the purpose.
5. MEMBERS OF ASSOCIATION :-
1. All persons who have purchased apartments in "SAI HEIGHTS" condominium shall automatically be the members of the Association, and shall pay the sum of one rupees or as decided



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by time to time by the Association as entrance fees and may purchase at least one share of face value of Rs.100-00 each, such apartment owner shall receive a copy of the bye laws, on payment of the necessary charges of the same.

2. Upon any apartment owners selling his apartment or absolutely conveying the same by way of gift under this will or otherwise, the purchase or donee shall automatically become a member of the Association and shall be admitted as member on payment of the entrance fees of one rupees or a decided by time to time, by the Association. The share held by an apartment owner shall be transferred to the name of such purchaser or donee on payment of transfer fee to the association.

3. On the death of an apartment owner his apartment shall be transferred to the person or persons to whom he/she bequeath the same by will or to the legal representatives of his/her 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 purpose of administration of the "SAI HEIGHTS" condominium as apartment owner of joint apartment owners, where any legatee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.

6. JOINT APARTMENT OWNERS :-

There 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 certificate shall alone have the right to vote. In case a person whose name stands first is a minor



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then his legal guardian shall have a right to vote. But in that case the name of the guardian shall have to be registered with the Association. After attaining majority by the minor the right of guardian to vote shall automatically come to an end.

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 questions of the election on members of the board or the president, Secretary, Transfer or any other officer 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 contributions for common expenses, for more than sixty days on the year in which the elections to the board would take place.

CHAPTER-II

( VOTING QUORUM AND PROXIES)

9. VOTING:-

The percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or units in the declaration.

10. QUORUM :-

Except as otherwise provided in these bye laws, the presence in person of a majority of owners shall constitute a quorum.

11. VOTE TO BE CASTE IN PERSON :-

Votee shall cast in person.

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