

6.(a) That right title and interest of each owner of a family unit located on each of the floors in the common area and facilities located in the respective floor and listed under letter(a) to (m) of subparagraph 2 of paragraph 5 and their proportionate share in the profits and common expenses in the said common areas and facilities as well as the proportionate representation for voting purpose in the Meeting of the Association of Apartment Owners of the **Padmshri Residency IV Condominium** is based on the proportionate of each family unit as follows : For each unit holder, there is one vote as 1/10 If one person obtained 2 units,his voting percentage will count as 2/10 then his voting percentage will count as 3/10,likwise it will be increased as per holding units.

(b) The right,title and interest of each owner of a unit located on each of the upper floors of the said building in the restricted areas and facilities located in the respective floors and listed under item of the said subparagraph 2 of the paragraph 5 and their proportionate share in the profits and common expenses in the said restricted common areas and facilites as well as the proportionate representation for voting purpose with respect to the said restriced common areas and facilities in the meeting of the Association of Apartment Owners of the said **Padmshri Residency IV Condominium** is based in the proportionate unit holding.

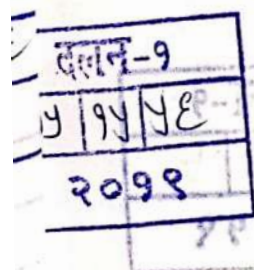
c) The proportionate representation for voting purposes provided in (a) and (b) here of may be limited in accordance.With the provisions of the bye-laws attached hereto as Exhibi 'B'.

d) Appartment and the percentatge of undivided interest in the common areas and facilites appertaining to the Apartment is not encumbered in any nithner what sover on the date of declaration.

7. That the administration of **Padmshri Residency IV Condominium** consisting as aforesaid of the building and parcel of land described in paragraph first and fifthof this deed shall be in accordance with the provisions of the bye-laws which are made a part of this deed and are attached hereto as **Exhibit B**

8. That as appears above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Maharashtra Appartment Ownership Act, 1970 so that the family units of the ground and upper floors may be conveyed and registered as individual properties capable of independent use.On account of each having its own exit to common areas and facilities of building each family unit owner having an exclusive and particular right,title and interest over his respective family unit and in addition to that specified undivided interest in the common areas and facilities and /or restricted common areas and facilites.

9. That for the purpose of stamp duty and regitration fees to be imposed on the registration of this deed and in the register of declaration and deeds of apartments under section 13 (5) of the said Act the value of the condiminium is distributed as follows:



- a) Parcel of land described in paragraph 1 hereof is valued at Rs.36,95,000/
b) The building described in paragraph 2 and 3 thereof is valued at Rs.85,50,000/-

10. That as long as the Grantors own one or more of the family units the Grantors shall be subject to the provisions of this deed and of Exhibits A and B attached here to and the Grantors covenant to take no action which will adversely affect the rights of the Association of Apartment Owners with respect to assurance against latent defects in the building of other rights assigned to the association by reason of the establishment of the Hiradeep Apartment condominium.

11. 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.

12. That the percentage of each 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 an amendment to this duly registered.

13. 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 to be conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

14. That apartment owner shall comply with the provisions of this Deed, The byelaws, decisions and resolutions of the Association of Apartment Owners of its representatives, and failure to comply with any such provisions, decision or resolutions, shall be ground for an action to recover sums, due for damages, or for injunctive relief.

15. 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 amended unless all of the apartment owners and the mortgagees of any of the units unanimously agree to such revocation, or amendment of removal of the property from the plan by duly registered instruments.

16. 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.



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17. 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 or Municipal taxes or both and (2) all sums unpaid on a first mortgage of the apartment.

18. That all present or future owners, tenants, 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 more acquisition or rental of any of the family units of the building or the more act of occupancy of any of the said units shall signify that the provisions of this Deed are accepted and ratified. The respective family units shall not be rented or given on leave and license or care taker basis by the apartment owners there of for transient or hotel purposes, 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 family units 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 on leave and license or care taker basis provided that the said lease or leave or license 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.

19. 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.

20. 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 purchase who derives title to the family 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 acquired, 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 enforcements as provided by law, and that such charge shall be subordinate to such mortgage.

21. That in a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable with the Grantors 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 of conveyance without prejudice to the grantee's rights to recover from the Grantors the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Manager or Board of Managers of the Association. As the



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case may be. Setting forth the amount of the unpaid assessments against the Grantors 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 Grantors in excess of the amount therein, set forth.

22. That the Manager or Board of Managers of the Association shall obtain and continue in effect blanket 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.

23. That insurance premium for any blanket insurance coverage shall be a common expense to be paid by monthly assessments 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 insurance premium as such premium become due.

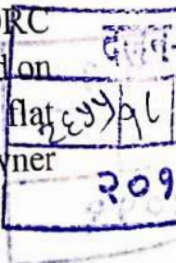
24. From the Terrace Floor to open to sky shall be used by Grantor /owner for them self and no one shall have the right of title from terrace floor to open to sky. Grantor/owner/s of the said apartment only use the said terrace. That the Grantor/owner has right to utilize and install Mobile Tower of any company on the terrace of the said apartment/building. No member, flat owner & any third person has no right to obstruct to the Grantor/s in respect of the mobile tower.

All the rights and ownership of the terrace are reserved for Grantor/owner he will be constructed on the terrace without consent and permission of the Flat owner and the other grantors.

25. It is specifically agreed by and between the grantor/s that the Grantor/owner shall be entitled to have the said area corrected on the revenue records and more particularly on city survey extract and is solely entitled to the additional benefits if any including additional FSI or permission to additionally construct using the said added area or otherwise any other benefits/s that may be sanctioned or permitted by the concerned authorities as per law or as result of correction of the said area.

Grantor/owner have right to claim, utilize and consume the full additional FSI/FAR of TDR potential available granted and permitted under the law.

26. Grantor/owner shall be entitled to utilize all the FSI available of the said property and also to load any TDR [Transfer of Development Rights] of DRC of any other land on the said property, which may be permissible to utilized on the said property so as to the develop the said property. Other grantors and flat owners/ shop owners shall not object or raise any dispute for the Grantor/Owner utilizing any other TDR/DRC [including TDR/DRC pertaining to slum] as



permissible by law on the said property and loading the same thereon. The other grantors and flat owners/shop owners shall not to claim any further amount of benefit for the Grantor loading any TDR/DRC in and upon the said property.

27. The unit holder of this apartment have benefit of land inside of their unit only. No encroachment in the building will be governed by unit holders unit holders of the apartments.

28. The apartment owners of the said building have a liberty to take electric connection on their own cost for their apartment and the electricity charges are to be borne by them.

29. Any apartment holder has right to take a separate tap connection from municipal council and in that event, he will to bear all the expenses for the said connection and further water charges regularly.

30. The administration of the said condominium shall be in accordance with the provisions of this deed and the moderate byelaws of the law. Which are prepared but not attached along with this deed. The byelaws will governed which are settled adn moderate bylaws accordance with the provisions of the Maharashtra Apartment Ownership Rules, 1972.

31. Every apartment of this condominium may be conveyed and registered as individual property capable of independent use and on account of each having its own exit to common area and facilities of building landing to public street and each apartment owners having the exclusive and particular rights, title and over his respective aptments and in addition to the specified undivided interest is the general common areas and facilities and also the specific undivided interest in the restricted common areas and facilities as per their respective apartment and share space of each apartment.

32. So long as the Grantors own one or more of the apartment of the condominium, they shall be subject of the provisions of this act and also to those of byelaws and the Grantor convenient to take no action whatsoever which would adversely affect the rights of association of apartment owenrs with respect to the assurance against the intent defect in the building of other rights if any, assigned to the Association by leason of the establishment of this Condominium.

33. The General and / or restricted common areas and facilities shall remain to be undivided and owners of any reason on any ground can not seek for partition of division thereof.

34. The aforesaid percentage of the considered interest in the general or restricted common areas and facilities shall not be changed except with the unanimous consent of all the apartment owners expressed in the amendment of this Deed duly executed and also duly registered.



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35. The description of the property described therein to the plan of apartment ownership shall not be revoked, the property mentioned herein shall not be removed from time to time unless and until all the apartment owners and mortgages of the apartment if any unanimously agree to such revocation removal or amendment duly executed and registered instrument in that behalf.

36. Each apartment owner shall comply with the provisions of this Deed and the bye laws of the Association of the Apartment Owner and the decisions and resolutions of the Association of Apartment owners and failure to comply with any such provisions, decisions of resolutions shall be a ground for an action to recover all sums dues for damages etc. and also and action for injunction relief, prohibitory and/ or mandatory as well.

37. The description of the property described herein to the plan of apartment ownership shall not be revoked from this plan of apartment ownership as lawfully amended from time to time unless and until all the apartment owners and mortgages of the apartment if any unanimously agree to such revocation removal or amendment duly executed and registered instrument in that behalf.

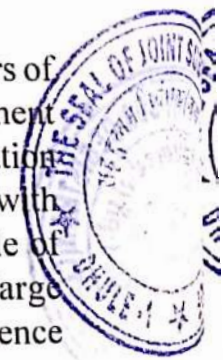
38. The apartment owner can not exempt himself from liability towards his contribution toward the common expenses by waiver or user or enjoyment of any of the general or restricted common area and facilities nor by abandonment of his apartment unit nor by any other methods of manner so long as he restrains his ownerships.

39. All sums assessed by the Association but remaining unpaid for the share of common expenses chargeable to the individual apartment respectively shall constitute a charge on such apartment and that charge shall have precedents over all other charges except those of Government and or municipal council / corporation for any taxes including property taxes.

40. If this condominium is destroyed or substantially damaged, its repairs of reconstruction, or disposal shall be as provided in the Maharashtra Apartment Ownership Act, 1970 and shall be done by the dignitaries thereto / Association of the Apartment Owners by unanimous fund 2/3rd of simple majority, with the consent of person occupying largest area in the apartment Every sale of mortgage etc. or any apartment shall subject to the aforesaid first charge regarding dues of the Association of Apartment Owners, by the transference shall not be personally liable for the prior dues towards the transfer in his favor.

No amendment of this declaration shall be made except in accordance with the provisions of the Maharashtra Ownership Rule, 1972 and may be amended from time to time.

IN WITNESS WHEREOF the Declarant have hereto set her hands this
07 th day of June 2019



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BY LAWS

“PADMSHRI RESIDENCY -IV”



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"PADMASHREE RESIDANCY-IV"

CHAPTER I

1. Short title and application:

i) These Bylaws may be called by Bylaws of the "PADMSHRI RESIDENCY - IV" Condominium.

ii) The provisions of these bylaws apply to the "PADMSHRI RESIDENCY - IV" Condominium.

iii) All present or future owners, tenants, whoever that might use the facilities of the building in any manner are subject to the regulations set forth in these bylaws.

iv) Mere acquisition or rental or taking on license any of the apartments (herein after referred to as "unit") of the building of the act of occupancy of any of the said units will signify that these by-laws are accepted, ratified and will be complied with by the occupants, his employees, invitees and relatives, if any.

2. Definitions:

(i) In these bylaws, 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 management of the "PADMSHRI RESIDENCY - IV" Condominium.

(c) "Board" means a Board of Managers consisting of one person from owners of units on any floor in "PADMSHRI RESIDENCY - IV" Condominium.

(d) "Building" means the building located at PLOT NO. 69 OUT OF SURVEY NO. 8 & 14/2 SITUATED AT DEOPUR TAL. DHULE DIST. DHULE WITHIN THE DHULE MUNICIPAL COUNCIL LIMIT, known as "PADMSHRI RESIDENCY - IV" Condominium and includes the land forming part thereof;

(e) "Declaration" means the Declaration, which the landlord or the sole owner of the building or all the owners of the building have executed and registered as provided in section 2 of the said Act.

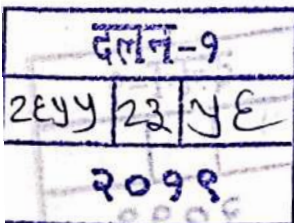
(f) "Majority of owners" means those owners holding 51 per cent of the votes in accordance with the percentage assigned in the declaration;

(g) "Owner" or "apartment owner" means the person owing flat or any portion thereof, of an apartment in the "PADMSHRI RESIDENCY - IV" Condominium.

(h) "Section" means a section of the said Act;

(i) "Unit" means apartment in "PADMSHRI RESIDENCY - IV" Condominium.

(j) "Registrar" means the Registrar of Cooperative Societies.



(k) Apartment means every flat of Apartment "PADMSHRI RESIDENCY - IV".

(ii) The words and expressions used in these bylaws, but not defined therein, shall have the meaning respectively assigned to them in the Act.

3. Apartment Ownership:

The building located in at POLT NO. 69 OUT OF SURVEY NO.8 & 14/2 SITUATED AT DEOPUR TAL.DHULE DIST.DHULE WITHIN THE DHULE MUNICIPAL COUNCIL LIMIT, known as "PADMSHRI RESIDENCY - IV" Condominium is subjected to the provisions of the Act. The actual plot owner, i.e. landlord, is & would be owner of the property, Apartment owners are only the owners of their respective Unit. Without prior permission of actual owner none of the Apartment owner, occupant of Apartment has right to change construction or name of the Apartment and any breach of these conditions if made by anybody, then he/she/it will be liable to face the civil and criminal action as well as compensate landlord for damages. The word "landlord" does not mean and include "apartment owner. However, the landlord may be the "apartment owner".

4) Object of Association:

(1) The object of the Association shall be :

(a) To be and to act as the Association of Apartment Owners of the building called "PADMSHRI RESIDENCY - IV" Condominium, (herein after called "the said building") who has filed their respective Declaration submitting their aptment to the provisions of the Act.

(b) To sell, let out, lease or transfer in any way apartment/unit, or part thereof.

(c) To invest or deposit money;

(d) To provide for the maintenance, repairs and replacement of the common area and facilities by contribution from the apartment owners.

(e) To provide for and do all the matters provided in sub-section(2) of section 16 of the Act;

(f) To advance the apartment owner/s short term loan in case of any emergent necessity and to provide for the repayment thereof in lump sum or in installments;

(g) On commercial basis to establish and carry on, on its own account or jointly with individuals or institutions, educational, physical, social and recreating activites for the benefit of the apartment owners;

(h) To frame rules with the approval of the general meeting of the association and after consulting the competent authority and may establish provident fund and gratuity fund, if necessary, for the benefit of the employee of the Association;

(i) To do all things necessary or/and otherwise provide for the welfare of landlord, owner of apartment and for the attainment of the objects specified in these bylaws.



2. The Association shall not act beyond the scope of its objects without duly amending the provisions of these bylaws for the purpose.

5. Members of Association:

(1) All persons who have purchased apartment in the "PADMSHRI RESIDENCY - IV" Condominium and execute respective Declaration under section 5 submitting their apartment to provision of the Act shall automatically be the member of the Association, and shall pay the sum of Two hundred fifty rupees as entrance fee and may purchase at least on share of the face value Rs.251/- each. Each apartment owner shall receive a copy of the bylaws on payment of hundred rupees separately. Nobody shall be entitled to hold and occupy any unit unless and until he becomes the member of the Association.

(2) Upon any apartment owner selling his apartment or absolutely conveying the same by way of gift or under his will or otherwise, the purchaser or donee or beneficiary of such apartment shall liable to pay fresh entrance fee and share transfer fee. The shares held by the predecessor in title of the unit under transfer shall be transferred to the name of such purchaser or donee or beneficiary thereupon.

(3) On the death of an apartment owner, his/her apartment shall upon payment of entrance fee be transferred to the person or persons to whom he/she bequeaths the same by his 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 as "PADMSHRI RESIDENCY - IV" Condominium as apartment owner or 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:

Where an apartment has been purchased by two or more persons jointly, they shall be jointly entitled to the apartment and the shares of the Association shall be issued in their joint names, but the person whose name stand first in the share certificate shall alone have the right to vote.

7) Holding of one share compulsorily:

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 election of the members of the Board or President, Secretary, Treasurer or any other office-bearer or he shall not be entitled to stand for election to such office, if he is in arrears of any such due from him in respect of his contributions for common expenses, for more than sixty days prior to the date of election to the Board would take place.

