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Municipal Corporation except that it will not be changed without the unanimous consent of all the commercial unit owners expressed in amendment to this Deed duly registered.

THIRTEENTH: That the undivided interest in the general common areas and facility shall not be separated from the commercial 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 the dedication of the property to the plan of commercial unit ownership herein shall not be revoked, or the property removed from the plan of commercial unit ownership, or any of the provisions herein amended unless all of the commercial unit owners and the mortgagees covering the units unanimously agree to such revocations, or amendment, or removal of the property from the plan by duly registered instruments.

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 commercial unit ownership, or any of the provisions herein amended unless all of the commercial unit 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 shop/restaurant owner of a commercial unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use of enjoyment of any of the general common areas and facilities or by the abandonment of his commercial unit. It is further made clear that grantors shall not be liable to contribute for the maintenance for the unsold commercial units which remain closed and unused.



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

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 commercial 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 rectified. The commercial unit owners of the respective commercial units shall have the absolute right to lease such unit or give it on leave and license or care-taker basis provided that said lease or leave and license or caretaker basis is made subject to the covenants and restrictions contained in this Declaration and further subject to the Bylaws in Exhibit-B attached hereto.

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

TWENTIETH : That, where a commercial 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 commercial unit, then the mortgagee and the purchaser who derives title to the commercial unit at such sale, or his successors or assigns shall be liable, for assessments by the Association which became due prior to the acquisition of title, by such acquirer, it being understood, however, that the above shall not be construed to prevent the Association of commercial unit Owners from filing and claiming charge for such



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assessments and enforcing same as provided by law, and that such charge shall be subordinate to such mortgage.

TWENTY FIRST: That in a voluntary conveyance of a commercial unit the grantee of the unit shall be jointly and severally liable with the Grantors for all unpaid assessments by the Association of commercial unit owners against the latter for his share of the common expenses upto the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantors the amounts paid by the grantee. However, any such grantee shall be entitled to a statement from the Manager or Board of Managers of the Association, as the 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 commercial unit conveyed be subject to a charge for, any unpaid assessments made by the Association of commercial unit owners against the grantors in excess of the amount therein, set forth.

TWENTY SECOND: That the Manager or Board of Managers of the Association if resolution is passed in general meeting may obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering commercial units but without prejudicial to the right of the owner of a commercial unit obtain individual commercial unit insurance.

TWENTY THIRD: That the insurance premium for any blanket insurance coverage shall be common expense to be paid by monthly assessment levied by the Association of commercial unit 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 as such premiums become due.



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In witness whereof we the Grantors named above have hereto
our hands to this Declaration on this 25 day of July 2018.

Witnesses No. 1



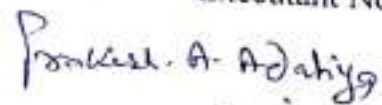
Executant No. 1

Witnesses No. 1

Executant No. 2

Executant No. 3

Executant No. 4



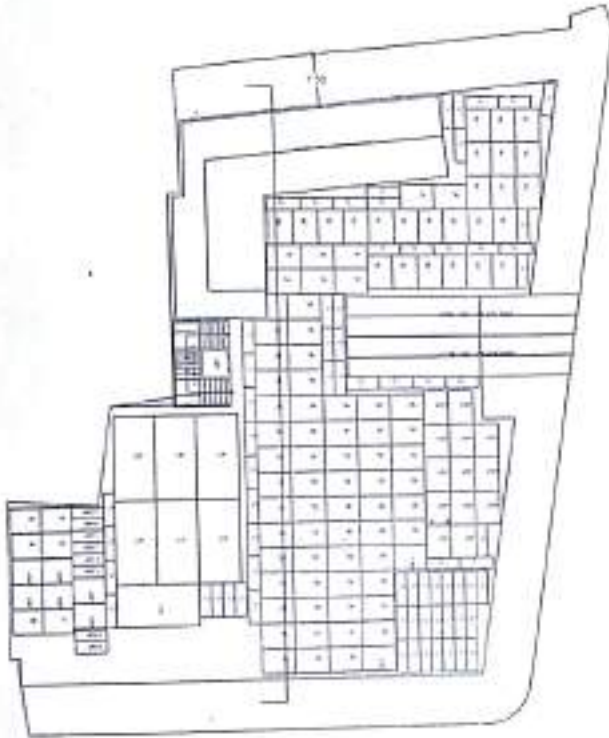


Busyland Heights

Sheet No. 68-B, Plot : 20

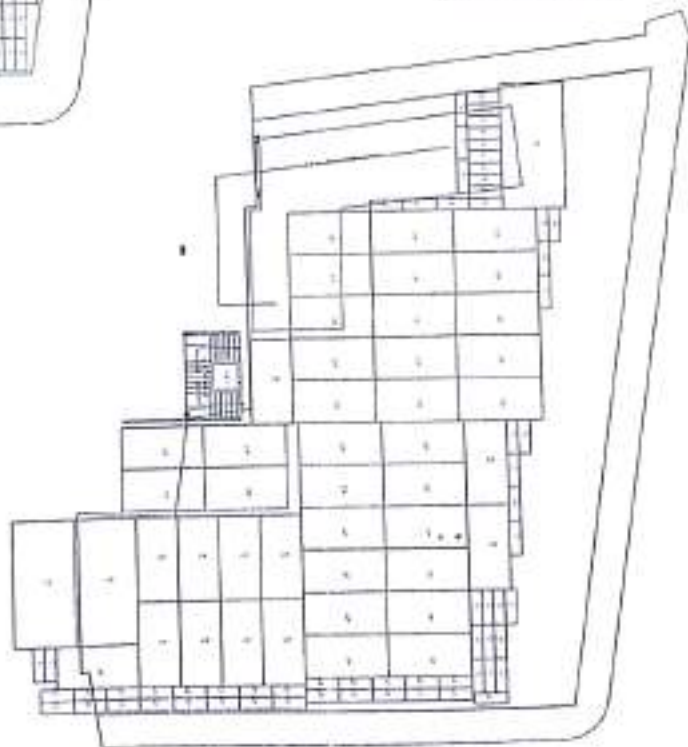
Basement Floor Plan

UPPER BASEMENT FLOOR PLAN



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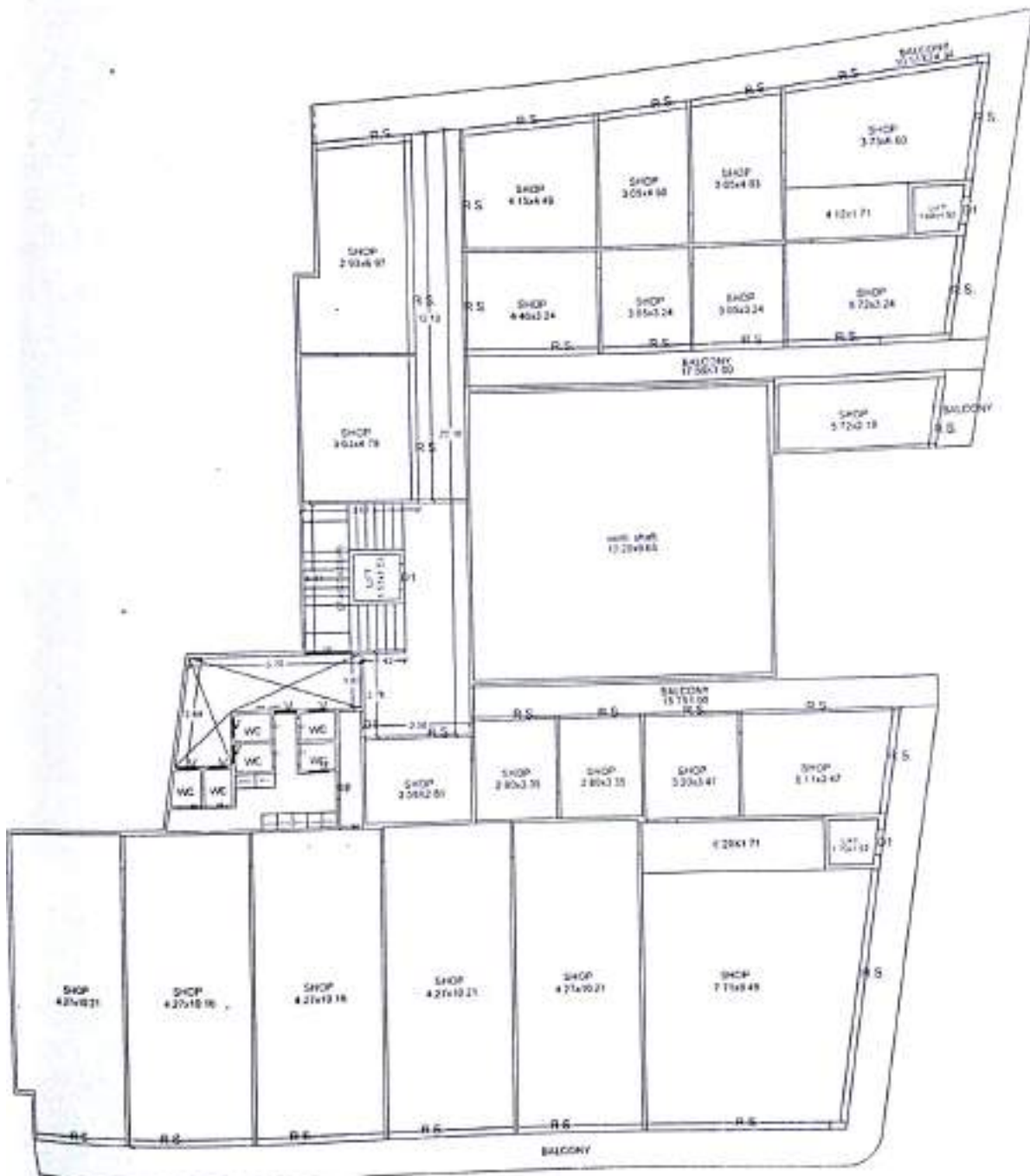
LOWER BASEMENT FLOOR PLAN



Sheet No. 68-B, Plot : 20
Ground Floor Site Plan



First Floor Site Plan



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Busyland Heights Sheet No. 68-B, Plot : 20 Second Floor Site Plan



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Busyland Heights

Sheet No. 68-B, Plot : 20

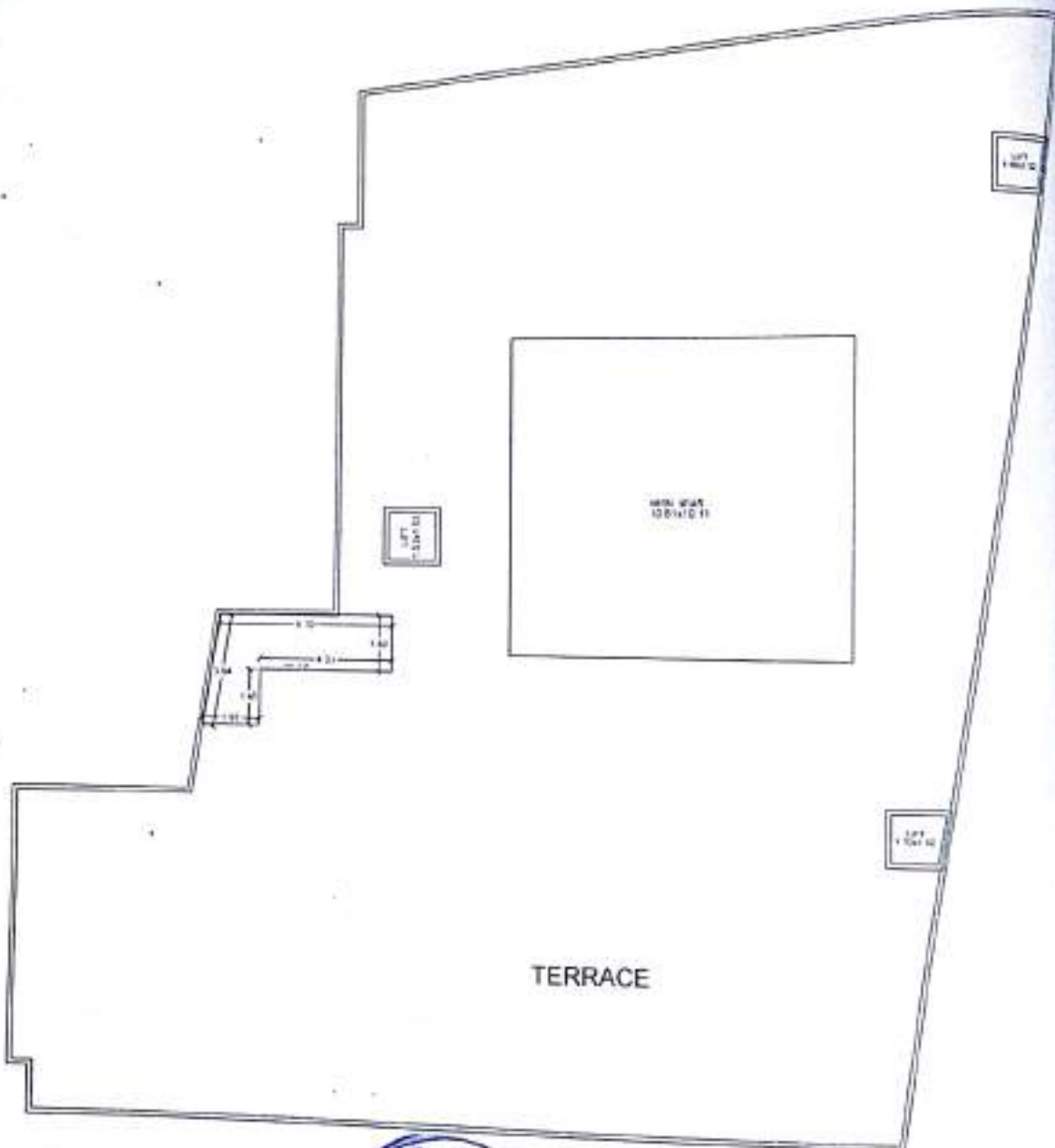
Third Floor Site Plan

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Busyland Heights

Sheet No. 68-B, Plot : 20

Terrace Site Plan



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EXHIBIT - 'B'

BYE-LAWS OF THE BUZYLAND HEIGHTS CONDOMINIUM.

CHAPTER-I

1. Short Title and Application :-

- i) Bye-laws may be called the Bye-Laws of the **BUZYLAND HEIGHTS**, (hereinafter referred to as the "**BUZYLAND HEIGHTS CONDOMINIUM.**")
- ii) The provision of these bye-laws apply to the **BUZYLAND HEIGHTS CONDOMINIUM.**

All the present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the Building in any manner, are subject to the regulations set-fourth in these bye-laws. All mere acquisition or rental or taking or license or any of the shop / units (hereinafter referred to as "units") or the building or mere act of occupancy of any of the said units will signify that these bye-laws are accepted, rectified, and will be complied with.

2) Definition :

- i) In these bye-laws context requires otherwise -
 - a) "ACT" means the Maharashtra Apartment ownership Act, 1970.
 - b) "ASSOCIATION" means the Association of the entire Shop / unit owner constituted by such owners for the purpose of the **BUZYLAND HEIGHTS CONDOMINIUM.**



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- c) "BOARD" means a Board of Managers of minimum five persons all of whom shall be owners of Shop / unit in the BUZYLAND HEIGHTS CONDOMINIUM.
- d) "BUILDING" means the building located at ALL THAT piece and parcel of land at Mouje - Gaothan Amravati, Pragane - Badnera, Tq. & Dist. Amravati, within the jurisdiction of Sub Registrar, Amravati, within limits of Municipal Corporation of City of Amravati - Nazul Plot No. 20, total admeasuring 12132 sq.ft. (1127.51 sq.mtrs.) from Nazul Sheet No. 68/B, situated at "Prabhat Chowk", AMRAVATI, known & styled as "BUZYLAND HEIGHTS CONDOMINIUM" and includes the land forming part thereof.
- e) "DECLARATION" means the Declaration which the sole owner of the Building has executed and registered as provided in Sec. 2.
- f) "MAJORITY OF OWNERS" means those owners holding 51 percent of the votes in accordance with the percentage assigned in the declaration.
- g) "OWNERS" or "SHOP OWNERS" or "SHOP / UNIT OWNER" means the person owing an Shop or unit in the BUZYLAND HEIGHTS CONDOMINIUM.
- h) "REGISTRAR" means the registrar of Co-operative Societies.
- i) "SECTION" means a Section of the Act.
- j) "UNIT" means a Shop / unit in the BUZYLAND HEIGHTS CONDOMINIUM.
- ii) Words and expressions used in these bye-laws but not defined therein shall have the meaning respectively assigned to them in the Act.



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3. **Shop / unit ownership** : The building located at Prabhat Square, Jawahar Road, AMRAVATI, within the limits of the Amravati Municipal Corporation Tq. & Dist. Amravati known as "BUZYLAND HEIGHTS CONDOMINIUM", is submitted to the provisions of the Act.

4. **Object of Association** :

i) The object of the Association shall be -

a) To be and to act as the Association of Shop / unit owner of the building called "BUZYLAND HEIGHTS, AMRAVATI" (hereinafter called "the said building") who have filed their respective Declarations submitting their Shop / unit to the provision of Act.

b) To invest or deposit money.

b) To provide for the maintenance, repair and replacement of the common areas and facilities by contributions from the Shop / unit owner, and if necessary, by raising loans from that purpose.

c) To provide for and do all and may of the matter provided in sub-section (2) of section 16.

d) To advance, with the consent of the Shop / unit owner, any short-terms loans to any Shop / unit owner in case of any emergent necessity, and to provide for the repayment thereof in lump-sum or installments.

e) To establish and carry on, on its own account or jointly with individuals or institutions, educational, physical, social and re-creative activities for the benefits, of the Shop / unit owner.

f) 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



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benefits of the employees of the Association.

g) To do all things necessary or/and otherwise provide for the welfare expedient for the attainment of the objects specified in these bye-laws.

ii) The Association shall not act beyond the scope of its object without duly amending the provisions of these bye-laws for the purpose.

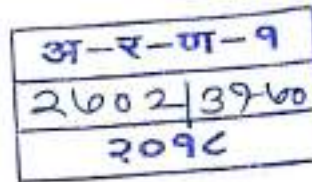
5. Members of Association :

i) All persons who have purchased Shop / unit in the BUZYLAND HEIGHTS CONDOMINIUM and executed respective declarations under section 5, submitting their Shop / unit to the provisions of Act shall automatically be the member of Association, and shall pay the sum of 5,000/- (Rs. Five thousand only) as entrance fee and shall purchase at least one share of the face value of the face value of Rs. 1000/- (Rs. One thousand only) each. Each Shop / unit owner shall receive a copy of bye-laws on payment of Rs. 500/- (Rs. Five hundred only) fluctuating.

ii) Upon any Shop / unit owner selling his/her Shop / unit or absolutely conveying the same by way of gift, under his/her will or otherwise the Shop / unit owner or donee shall automatically become a member of Association and shall be admitted as member on payment of the entrance fee of Rs. 1000/- (Rs. One thousand only). The share by an Shop / unit owner shall be transferred to the name of such Shop / unit owner or donee on payment of Rs. 1000/- (Rs. One thousand only) to the Association.

iii) On the death of an Shop / unit owner, his/her Shop / unit shall be transferred to the person or persons to whom he/she bequeathed the same by his/her will, or to the legal representatives of his/her estate, in case he/she has not made any specific bequeath of the Shop / unit, the name of the legatee or the name of the legal





representative/s jointly shall be entered in the register of Shop / unit owner maintained by the Secretary for the purpose of administration of the BUZYLAND HEIGHTS CONDOMINIUM as Shop / unit owner or joint Shop / unit owner. Where any legatee is minor, the Shop / unit owner shall be entitled to appoint as guardian of such minor.

6. **Joint Shop / unit owner** : Where an Shop / unit has been purchased by two or more persons jointly, they shall be jointly entitled to the Shop / unit and the shares of the Association shall be issued in their joint names, but the person whose names stands first in the share certificate shall alone have the right to vote.

7. **Holding of one share compulsory** : Every Shop / unit owner must hold at least one share of the Association (Joint Shop / unit owner holding shares jointly).

8. **Disqualification** : No Shop / unit owner shall be entitled to vote on the questions of the election of the member 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/she is in arrears of any sum due from him in respect of his/her contributions for common expenses, for more than sixty days on the last day of the year proceeding the year in which the election 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 unit or units in the Declaration.

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

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11. Votes to be cast in persons : Votes shall be cast in person.

CHAPTER - III ADMINISTRATION

12. Power and duties of Association : The Association will have the responsibility of administering the BUZYLAND HEIGHTS CONDOMINIUM, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the condominium in an efficient manner except as otherwise provided, resolutions of the Associations shall require approval by a majority of owners, casting votes in person.

13. Place of meeting : Meeting of the Association shall be held at suitable place convenient to the owners as any from time to time be designated by the Association.

14. Annual Meeting : The first annual meeting of the Association shall be held on 31.12.2018 (if possible) thereafter, the meeting of the Association shall be held on 31st March of each succeeding years. At such meeting there shall be elected by ballot of the Shop / unit owner, a Board in accordance with the requirement of bye-law No.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 Shop / unit owner 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 authorised by him in this behalf. The notice of any special meeting shall state the time and place of such meeting and purpose thereof. No other business shall be transacted at a special meeting except as stated in the



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notice without the consent of fourth-fifth 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 meetings, stating the purpose thereof as well as the time and place where it is to be held, to each Shop / unit owner, at least 2 but not more than 7 days prior to such meetings. The mailing or sending of a notice in the manner provided in the bye-law shall be considered notice served. Notice of all meeting shall be mailed or sent to the housing commissioner, or as the case may be, the Registrar.

17. **Adjourned Meetings** : If any meeting of owners cannot be organized because of quorum has not attended, the owner who are presented, 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 :-

- a) Roll Call.
- b) Proof of notice of meeting or waiver of notice.
- c) Reading of minutes of proceeding meeting.
- d) Reports of officers.
- e) Report of the housing commissioner, or the Registrar or of the officer duly authorized by them, if present.
- f) Report of committees.
- g) Election of Board.
- h) Unfinished business, if any.

