EIGHTEENTH That all sums assessed by the association but remains unpaid for the share of common areas and facilities or for the share of common expenses and maintenance chargeable to any apartment/flat in the condominium shall constitute a charge on the apartment/flat prior to all charges except (i) Charge of any payment of Govt. dues or Corporation Taxes or both (ii) the charge of all unpaid sums on mortgage of apartments.

NINETEENTH That, all the present or future owners, tenants, or future tenants or any other persons who might be using the facilities of the building in any manner are subject to the provision of this deed and mere acquisition or rental value of any apartments the building or mere act of occupancy of any of the said apartments shall signify that the provisions of this deed and bye laws are accepted and ratified.

TWENTEETH That, the apartment/flat owner shall have absolute rights to lease out their respective apartment/flat on lease, leave license, or on care taker basis provided he should incorporate a covenant in the said deed to the effect that the lease or licensee or care taker agreement is subject to the provisions of this deed and bye laws at EXHIBIT-B attached hereto.

TWENTY FIRST That, if the property which is dedicated and or submitted to the plan of the Maharashtra Apartment Ownership Act, 1970 by way of this Deed of declaration is totally or substantially destroyed or damaged, then in such event reconstruction or disposition of the property shall be in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970.

TWENTY SECOND That, in case if any apartment/flat is sold by the mortgagee in exercise of his powers of sale under the mortgage deed or by a court in execution of degree in the suit against the said apartment/flat owner, then the Mortgagee or Purchaser who derived the title to such apartment/flat at such shall be liable for the sum assessed by the association which are found due against such apartment/flat owner and the Mortgagee or the Purchaser shall not prevent the Association from claiming the same.

TWENTY THIRD That, the Association of Apartment owners shall be at liberty to obtain the property Insurance of the entire building but without prejudice to the rights of the owner to obtained the individual apartment/flat insurance.

TWENTY FOURTH That, the insurance premium for any blanket insurance coverage shall be a common expenses to be paid by monthly assessment levied by the Association of the apartments owners and that such payment shall be kept in a separate account of the Association and solely for the payment of blanket insurance premium which becomes due

IN WITNESS WHEREOF the GRANTOR does hereby set his hand and signed this DEED OF DECLARATION on the day, month and year first above written in the presence of the following attesting witnesses.

WITNESSES:

1. _____

2. _____

M/S. JARRY PROFITS, (PAN – AAHFJ4500H)

Through its partner/s –

i. _____

SHRI ANIL S/O. TARACHAND WADHWANI

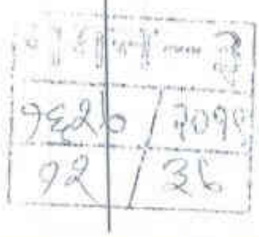
ii. _____

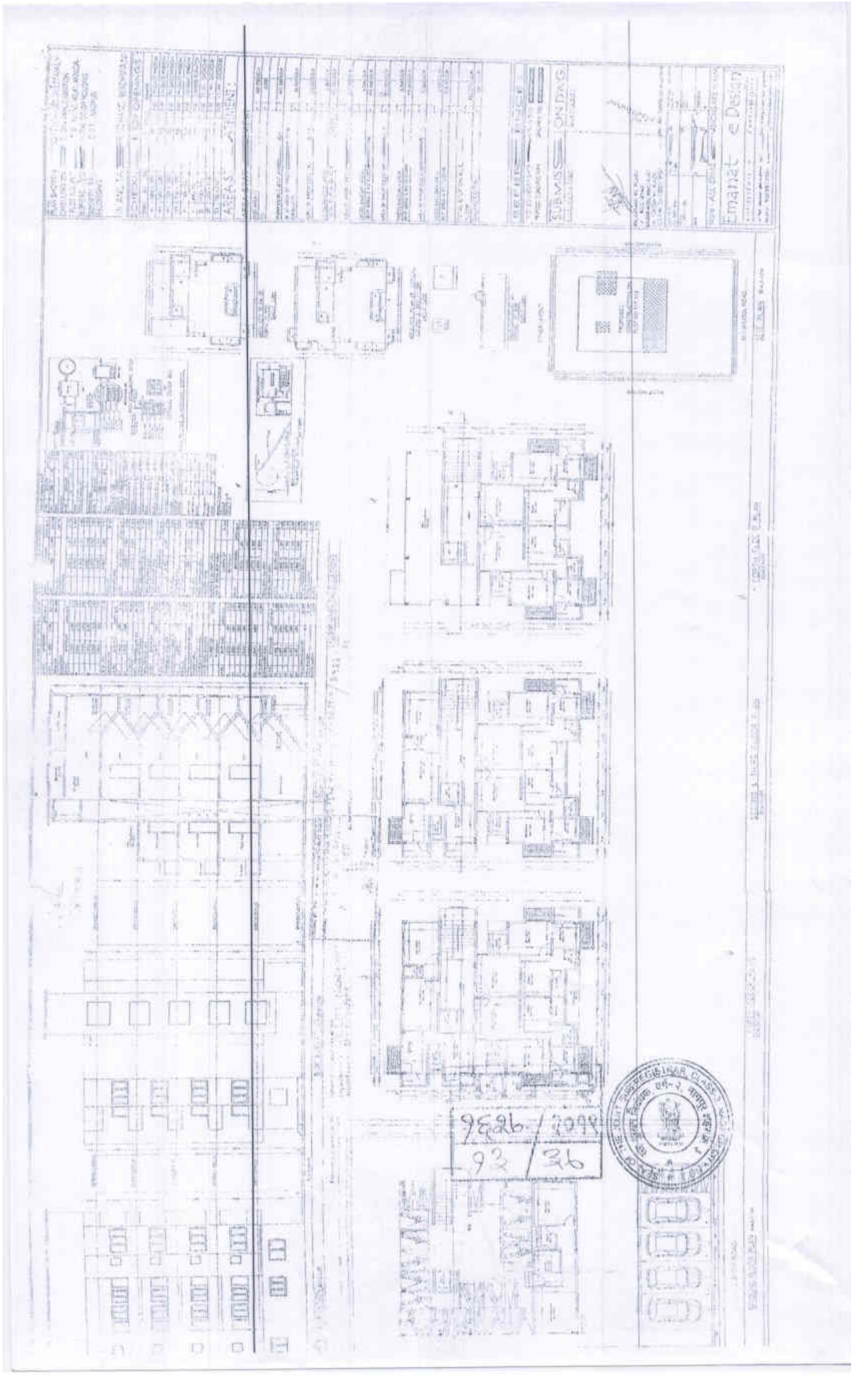
SHRI RAJESH S/o. MULCHAND BATWANI

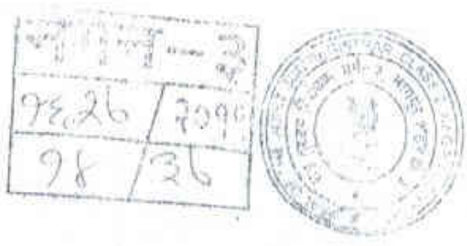
(THE GRANTOR)

Drafted as per the instructions & documents of parties.

OM HARIRAMANI
ADVOCATE
"HARIRAMANI ASSOCIATES"
12A, 3rd Floor, NMC Complex, J.B. Wing,
Mangalwari, Sadar, NAGPUR – 01
Ph. 9326444422, 9325557700.
Mo. 9373107039,
E-mail. adv.om_hariramani@rediffmail.com




SUBMISSION DRAWING
manat e Design
9826/2024
92/26



Nagpur Improvement Trust

PBX No. 2531431
2531432

(Special Planning Authority Appointed by Government of Maharashtra vide Notification No. TPS-2409/2890/CR-356/09/UTI-9 Dt.31/08/2010 for Nagpur Metropolitan Area Under MRTP Act 1966)

APPENDIX 'D'

20160205119

(Regulation No.6.6.1)

Form for Sanction of Building Permit & Commencement Certificate

Name of the Person	ANIL S/O. TARACHAND WADHWANI ; ANIL TARACHAND WADHWANI	
Address of Applicant	R/O.11,UDAY LAWN SQUARE,JARIPATKA,NAGPUR-440014	
Permit No. :	B.E (WEST)/ Case No. AB-4528/ Tracking No. 20160205119/ 130	Date : 2/3/16
Site of Proposed Work, Plot No. :	117,118	
Mouza & Khasra :	Borgaon-40,41	
Layout Name :	Monark Co-Op Housing Society Borgaon-40,41	

Sir, With reference to your application number AB-4528 dated 04-FEB-2016 for the grant of sanction of Commencement Certificate under section 45 & 69 of M.R. & T.P. Act 1966 to carry out development work/ and building permit under section 45 of M.R. & T.P. Act to erect building, Sanction is hereby given to construct in accordance with the sanctioned plan, modifying note here under so as not to contrivence any of the building Regulation/Development Control Rules of Nagpur City/RP.The Commencement Certificate / Building permit is granted subject to the following conditions:-

1. The sanction once accorded through commencement certificate/building permit shall remain valid for Four years in the aggregate but shall have to be renewed every one year from the date of its issue.The application for renewal shall be made before expiry of one year if the work is not already commenced.Such renewal can be done for three consecutive terms of one year after which proposals shall have to be submitted to obtain development permission afresh.If application for renewal is made after expiry of the stipulated period during which commencement certifcate is valid then the Chairman may condone the delay for submission of application for renewal by charging necessary fees.But in any case commencement certificate shall not be renewed for a period of more than four years from the date of commencement certificate / development certificate.However the condition of lease of allotment of plot for completion of construction will overrule this duration of sanction.

2. The land vacated in consequence of the enforcement of the setback rule shall form part of the public street

3. This permission does not entitle you to develop the land which does not vest in you.

4. This building shall be used for the purpose for which the sanction is accorded and as prescribed in the prevailing Development Control Rules and Building By-laws.

5. No departure from the sanctioned plan should be made without obtaining previous sanction of the NIT. If any construction is carried out in contravention of the sanctioned plan the Nagpur Improvement Trust may require it to be demolished or altered in such a manner as it may deem fit.

6.Within one year from the date of issue of building permit the owner shall commence the work for which the building permit is issued. The Inspection Notice/Intimation regarding commencement of construction will have to be given to the Nagpur Improvement Trust in prescribed form "F".

7. The intimation regarding completion of construction upto plinth level should be given in the Form as in Apendix "G" to the NIT.Further construction shall be carried out only after obtaining approval in prescribed format "H" from the NIT.

8. The Building or part thereof shall not be occupied or used unless occupation certificate has been obtained from Chairman, NIT in prescribed format "K". The owner through his licenced surveyor/Architect/Engineer who has supervised the construction, shall furnish a building completion certificate to the Chairman, NIT in the form in appendix "J".This certificate shall be accompanied by 3 sets of plans of completed development.The Chairman, NIT after inspection of the work and after satisfying himself that there is no deviation from the sanctioned plans, issue an occupancy certificate.

9. Any person who contravences any of the provisions of these regulations, any requirements or obligations imposed on him by virtue of these regulations including the maintenance of fire protection services appliances and lifts in working order or who interferes with or obstructs any person in the discharge of his duties shall be guilty of an offence shall be liable for prosecution.

10. W.C. Bath & washing places shall conform to requirement contained in table 12 to 26 attached to Buildi... Regulation of the Nagpur city.

11. Rain water shall entirely be excluded from the connecting sewer & separate arrangement for diverting rain water to road side storm drain shall be made. If any deviation are detected in this respect the Chairman's order for rectifying them shall be complied with.

12. All drainage work shall be got done through licensed plumber approved by Nagpur Improvement Trust or Nagpur Municipal Corporation.

13. W.C. Bathroom and washing places shall not be used unless proper connections are made as per table 12 to 26 through licensed plumber as mentioned in 12 above and completion Notice in form 'J' duly signed by licensed surveyor/Architect/Engineer is given and permission to use them is obtained from Chairman, NIT.

14. During the course of construction of building the sanctioned plan shall always be available at site for inspection by officials of Nagpur Improvement Trust.

15. Except as aforesaid the permission is granted subject to compliance of Building Regulation for time being in force and nothing herein contained shall be regarded as dispensing with such compliance except to the extent expressly specified therein.

16. This permission shall not be construed as affecting in any way the right of Government or Nagpur Improvement Trust or the Municipal Corporation or any other authority or any private person or firm to the land upon which permission has been sought to construct building or to any indemnitary rights connected therewith.

17. The permit holder is not allowed to collect earthmaterials from or through Nagpur Improvement Trust land and road sides without permission in writing from Chairman who may grant it on such terms and conditions as may deem fit. Where such permission has been granted such use shall not be an obstruction or be a hinderance to the road user. The excavated material/debris deposited shall be removed within three days of use of land if any material is stacked or dumped on Nagpur Improvement Trust land without Trusts prior permission and if such permission is granted but subsequently if it is seen that permission is causing hardship to the public then it shall be removed by the Nagpur Improvement Trust at the risk and cost of the permit holder and Nagpur Improvement Trust shall not be responsible for any loss or damage cause to the permit holder. No claim on this account shall be tenable against Nagpur Improvement Trust.

18. Subject to the condition that the party will plant and grow in vacant land / Nos. of shady trees under the provisions of Maharashtra (Urban Area) Reservations of Tree Act 1975.

19. This sanction is subject to the condition that drinking water and sewerage disposal is not guaranteed by Nagpur Municipal Corporation/Nagpur Improvement Trust.

20. Dustbins of suitable sizes should be provided within the plot boundary easily accessible from road.

21. Suitable taper delivery boxes should be installed at easily accessible place on ground floor.

22. Necessary arrangement for rain water harvesting shall be done.

23. Keeping Safe Horizontal & Vertical distances from H.T./L.T. Lines for Proposed Construction as per Table No. 3 of D.C.R. 2000 and as per Clause 80 of Indian Electricity Rules 1956.

Enclosure : One Copy / One Set of Sanctioned Plan

Date of Generation : 20/02/2016

(P.M.Bhandarkar)
Building Engineer (W)
Nagpur Improvement Trust
Nagpur, Dated

Copy to :-

1. The Divisional Officer, West Division Ambazari Nagpur, Nagpur Improvement Trust for information with a copy of sanction plan (enclosed herewith) for record.

(P.M.Bhandarkar)
Building Engineer (W)
Nagpur Improvement Trust
Nagpur

EXHIBIT-B

BYE LAWS OF ANUPAMA PEARL REGENCY CONDOMINIMUM

CHAPTER-I

1. SHORT TITLE AND APPLICATION

(a) Bye-Laws may be called as the Bye Laws of **ANUPAMA PEARL REGENCY** Condominium/Association

(b) The provisions of this Bye Laws shall apply to all the present or future owners, tenants, future tenants or any other persons who might be using the facilities of the said condominium building in any manner and are subject to the regulations set forth in this Bye Laws

(C) That mere acquisition of any of the Apartment on ownership, on rental, on leave license or on care taker basis in building of the condominium/Association will signify that this Bye laws are accepted and the same will be compiled with.

2. DEFINITIONS :- In these Bye laws unless the context requires otherwise -

(a) "Act" means the Maharashtra Apartments Ownership Act, 1970

(b) "Association" means the Association of all the Apartment owners constituted by such owners for the purpose of maintenance, welfare of the members of the members of the **"ANUPAMA PEARL REGENCY"**, Condominium/Association

(c) "Board" means a board of managers/members consisting of five persons all of whom shall be the owners of the Apartments in the said building of the Association.

(d) "Building" means the building standing on or to be constructed on ALL THAT piece and parcel of land comprising of Plot No. 117 admeasuring 231.600 Sq. m. & plot No. 118 admeasuring 231.600 Sq. m. having total area of about 463.200 Sq. m. in the layout of Monark Co-op. Housing Society Ltd. (reg. No. NGP(CTY)/HSG(TO)/445/86-87) out of Khasra No. 40, 41, City Survey No. 573 Sheet No. 33 of Mouza – Borgaon, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, situated at KT Nagar, Katol Road, Tahsil & District Nagpur, known and styled as **"ANUPAMA PEARL REGENCY"** and includes the land forming part thereof subject to declaration deed.

(e) "Declaration" means the declaration which the owners & the builder of the building has executed and registered as provided in section Two of the said Act.

(f) "Majority of Owners" mean owners holding 51% of vote in accordance with the percentage assigned in the Deed of Declaration.

(g) "Section" means a section of the said Act

(h) "Terrace" means the terrace above fourth floor of the said building.

(i) "Unit" means a family apartment/flat in a building known and styled as "ANUPAMA PEARL REGENCY"

3. MEMBERS OF ASSOCIATION

(a) All persons who have purchased apartments in the newly constructed building and the same is duly submitted to the plan of Maharashtra Apartment Ownership Act 1970 by executing and registered a Deed of Declaration either by the respective Apartment owners jointly or by the sole owners That all such Apartment owners shall automatically become the members of the Association and shall pay the entrance fees and shall purchase at least one share That each Apartment owner will receive a copy of these Bye Laws on payment or otherwise as the association may decide

(b) Upon any Apartment owners selling his Apartment or absolutely conveying the same by way of sale/gift/will or otherwise the purchaser/donee or beneficiary shall automatically become the member of the Association/Condominium and shall be admitted as a member on payment of entrance fees of to the Association/Condominium as may be prescribed The shares held by the previous Apartment owners shall be transferred in the name of such Purchaser/Donee/Beneficiary on payment of such fee to the Association as may be prescribed.

(c) On death of an Apartment owner his/her Apartment shall be transferred to the person or persons to whom he bequeaths the same by his/her will In case if he has made any specific bequest of his Apartment The name of the legatee or the name of the legal representative jointly shall enter in the Register maintained by the association for the purpose of administration of the Association as the Apartment or joint Apartment owner Where a legatee is minor the Apartment owner shall be entitled to appoint a guardian of such minor

4. JOINT APARTMENT OWNERS

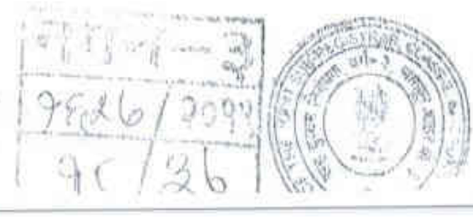
Where an Apartment has been purchased by two or more persons jointly they shall be jointly entitled to the Apartment and the shares of the Association shall be issued in their joint names but the persons whose name stands first in the share certificate shall alone have right to vote in the meetings of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

5 HOLDING OF ONE SHARE COMPULSORY

Every Apartment owner must hold at least one share of the Association (Joint Apartment owners shall hold the share jointly)

6. DISQUALIFICATION

11



accordance with the requirement of bye-laws. The owners may also transact such other business of the Association as may properly come before them.

13. 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 board or upon a petition or application signed by a majority of the owners and having 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 notices 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 such stated in the notice, without the consent of the majority of the owners present in personal in such meeting.

14. NOTICE OF MEETING

It shall be the duty of secretary to mail or send the notice of each annual, special or any other meeting, stating purpose thereof as well as the time and place where it is to be held at least two but not more than five days prior to such meeting. The mailing or sending of a notice in the manner provided in this bye-laws shall be considered notice served. Notices of all meetings shall be mailed or sent to the Housing Commissioner or as the case may be the Registrar.

15. ADJOURNED MEETING

If any meeting of the owners cannot be organized because of a quorum has not attended, the owners who are present, any adjourned meeting at the time the orginal meeting was called. If at such adjourned meeting also, no quorum was present in person being not less than two shall form a quorum.

16. ORDER OF BUSINESS

The order of business at all meetings of the Association shall be as follows:

(a) Roll Call.

(b) Proof of notice of meeting or waiver of notice.

(c) Reading of minutes of previous meeting.

(d) Reports of Officer.

(e) Report on 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.