Twelth:-

That the undivided interest in the general and restricted common areas the facilities shall not be separated from the conveyed or encumbered even though such interest is not expressly mentioned or described in the conveyance or any other instrument.

Thirteenth:-

That the residential units owner shall comply with the provisions of this deed, the bye-laws, decisions and resolutions of the Association of Apartment owners or its representatives and failure to comply with any such provisions, decisions or resolutions shall be ground for an action to recover some dues for damages or for injunction relief.

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Fourteenth:-

That the dedication of the property to the plan of apartment owners and the mortgagees of all the mortgages covering the units unanimously agreed. Revocation, or amendment or removal of the property from the plan by duly registered instrument.

Fifteenth:-

That no apartment owner of the family unit may exempt himself for liability for the contribution towards the common expenses by the waiver and restricted common areas and facilities or by the abandonment of his Apartment unit.

Sixteenth:-

All the sums assessed by the Association shall be paid for the shares for the common expenses chargeable to any family unit shall constitute 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, 2) All sums unpaid on a first mortgage of the Apartment.

Seventeenth:-

That all present and future owners, tenants, further tenants of any other person that might use the facilities of the building in

any manners, are subject to provisions of this deed and that the more acquisition/rental of any of the family unit of the building of more act of occupancy of any of such units shall signify that the provisions of this deed are accepted and ratified.

Eighteenth:-

That if the property, subject to the plan of apartment ownership is totally or substantially damaged or destroyed the repairs reconstruction or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act 1970 and the Maharashtra Ownership Flat (regulation of the promotion of the construction, sale, management & transfer) Act 1963 & rules made there under, as well as of such other documents as are applicable under the Real Estate (Regulation and Development) Act 2016.

Nineteenth:-

That were a family unit is sold by a mortgagee in exercise of his power of sale under an English mortgage or by the court in execution of the suit brought up by a mortgagee against the owner of such family unit then neither the mortgagee nor the purchaser who derived title to the family unit at such sale or his/her successors or assignees shall be liable for assessments by the association which become due prior to the acquisition of title by such acquirer is understood, however, that the above shall not be constructed to prevent the association of Apartment Owner from filing and claiming charges for such assessments and that such charge shall be subordinate to such mortgage.

Twentieth:-

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 letter of his share of the common expenses at the time of the grant/conveyance without prejudice to the grantee's rights to recover from the grantor the amount paid by the grantee therefore. However any such grantee shall be entitled to a statement from the manager of the association as the case may be

setting forth the amount of the unpaid assessment against the grantor to the association and such grantee shall not be liable for, nor shall the family unit conveyed by subject to a charge for any amount for unpaid assessment made by the association of Apartment owner against the grantor in excess of the amount therein, set forth.

Twenty One:-

That the manager/Board of manager of the Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to the mortgagees holding first mortgagees covering family units but without prejudice to the owner of the family unit insurance.

Twenty Two:-

The manager/Board of manager of the coverage shall be common expenses to be paid by monthly assessment levied by the association of the apartment owners, and that such payment shall be hold in a separate account of the association and use solely for the payment of the blanket property insurance premium as such premium become due.

IN WITNESS WHEREOF THE GRANTORS HERETO HAVE SET THEIR RESPECTIVE HAND ON THIS DAY AND MONTH HEREINBEFORE MENTIONED

Signed, Sealed & Delivered
by the withinamed
Grantor Owner,

M/S SHILPA ESTATE
through it's partner

SHRI. JAYESH VALLABHDAS THAKKER _____



In the Presence of Witnesses-

1.

2.

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SUB-REGISTRAR



EXHIBIT-B

BYE-LAWS OF "**EMPIRE MARVEL Apartment**" CONDOMINIUM

Chapter-I

1) Short Title & Application:

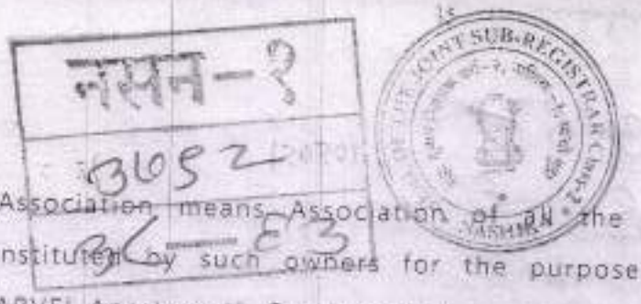
a) These bye-laws may be called the "EMPIRE MARVEL Apartment" Condominium.

b) The provisions of this bye-laws apply to the "EMPIRE MARVEL Apartment" Condominium all the present and future owners, tenaments, an their employees or any other person that might use the facilities of the building in any manner are subject to the regulations set forth in the bye-laws. The more acquisition of rental or taking on licence or any of the 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) Definitions:-

In these bye-laws, unless the context required otherwise-

a) Act means the Maharashtra Apartment Ownership Act,1970.



b)Association means Association of all the Apartment owners constituted by such owners for the purpose of the "EMPIRE MARVEL Apartment" Condominium.

c) Board means of managers, consisting of three persons all of whom shall be owners of the Apartment in "EMPIRE MARVEL Apartment" Condominium.

d) Building means the building located at S.No. 28/1/B, adm.0 H. 14 Are, S.No.28/1/C, adm.0 H. 15 Are, totally adm.0 H. 29 Are, (2900 sq.mtrs. excluding D.P. road area adm.337 sq.mtrs) balance area adm. 2563 sq.mtrs., of village Chehdi, Tal. & Dist. Nashik, and shall be called "EMPIRE MARVEL Apartment Condominium includes the land forming part thereof.

e) Declaration means the declaration which the sole owner of the building or all the owners of the building have executed and registered as provided in section-2.

f) Majority of owners means these owners holding 51% of the votes in accordance with the percentage assigned in the declaration.

g) Owner of the Apartment, owners means the person owing in Apartment in "EMPIRE MARVEL Apartment Condominium.

h) Section means a section of the Act.

i) Unit means a unit in "EMPIRE MARVEL Apartment" Condominium.

j) Registrar means the registrar of the Co-operative Societies.

3) The building located at :

In the Registration Sub Division Taluka Nashik, District Nashik known as "EMPIRE MARVEL Apartment Condominium is submitted to the provisions of the Act.

4) Objects of the Association:

The objects of the Association shall be-

a) To be and to act as the Association of Apartment owners of the building called "EMPIRE MARVEL Apartment Condominium". (hereinafter called the said building) who have filed their respective Declaration submit their Apartment to the provisions of the Act.

b) To invest or deposit money.

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

d) To retain and rent or licence, if possible, suitable portion of the common profits left, after deducting the common expenses, among the apartment owners as common profits or accumulate the same for building-up reserve fund.

e) To provide for and do all or any of the matters provided in sub-section 2 of the section 16.

f) To advance, with the consent of the apartment owners any emergent necessity and to profit for the repayment thereof in lumpsum or in installments.

g) To establish and carry on all its own accounts or jointly with individual or with institutions education, physical or social and recreative activities, for the benefits 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 to establish provident fund and the gratitude fund, if necessary, for the benefit of the employees of the Association.

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

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j) The association shall not act beyond the scope of these objects without duly amending the provisions of these bye-laws for the purpose.

5) Members of the Association:-

a) All the persons who have purchased the apartment in "EMPIRE MARVEL Apartment Condominium", and executed their respective declaration under section 5, submitting their Apartments to the provisions of the Act ,shall automatically be the members o the Association and shall pay the charges for at least one share of the face value of Rs 500/- each. Each apartment owner shall receive copy of the bye-laws on E-mail or payment of Rs.100/-.

b) Upon any apartment owner selling his apartment or absolutely conveying the same by way of gift under his will or otherwise the purchaser or the Donnes shall automatically become member of the association and shall be admitted as the member, on payment of Rs 500/- the shares held by the apartment owner shall be transferred in the name of such purchaser or donee on payment of Rs 100/- to the association.

c) On the death of an Apartment owner, his apartment should be transferred to the person or the persons to whom he bequeath the same by his will or to the legal representatives of his estate in case he shall has not made any specific bequeath of the Apartment the name of the legatee or names of the legal representatives jointly shall be entered into the register of the apartment owners maintained by the secretary for the purpose of administration of "EMPIRE MARVEL Apartment Condominium", as the apartment owner whereby a legatee is a minor, the apartment owner shall be entitled tc appoint, a guardian for such a minor.

6. Joint Apartment Owners:

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Whereas an apartment has been purchased by two or more persons jointly they should be entitled to the apartment and the share of the Association shall be issued in their joint names, however only one purchaser should alone have the right to vote.

7. Holding of one share compulsory:

Every apartment owner must hold at least one share of the Association (joint apartment owners holding the share jointly).

8. Disqualification:

No apartment owner shall be entitled to vote on the question of elections of the members of the board of presidents, secretary, treasurer or any other office bearer or by entitled to stand for election to such if he is in arrears in his contribution for common expenses to the Association.

Chapter-II

Voting, Quorum and Proxies:-

9. Voting:-

Voting shall be on percentage basis and the percentage of the vote to which an apartment owner is entitled to the percentage assigned to the family unit or units in the declaration.

10. Quorum:-

Except as otherwise provided in these bye-laws, the presents in the persons of majority of Apartment owners shall constitute quorum.

11. Vote to be Cast Person:-

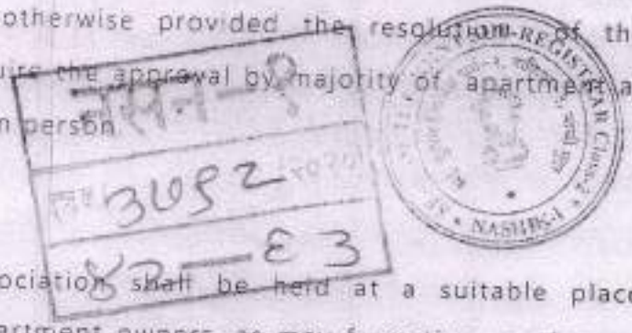
Vote should be cast in person .

Chapter -III

Administration:-

12. Powers and Duties of Association:-

The Association will have personal responsibility of administering the "EMPIRE MARVEL Apartment Condominium", in an efficient manner, except as otherwise provided the resolution of the association shall require the approval by majority of apartment as owners casting vote in person.



13. Place of meeting:

Meeting of the Association shall be held at a suitable place convenient to the apartment owners, as may from time to time as decided by the association.

14. Annual meeting:

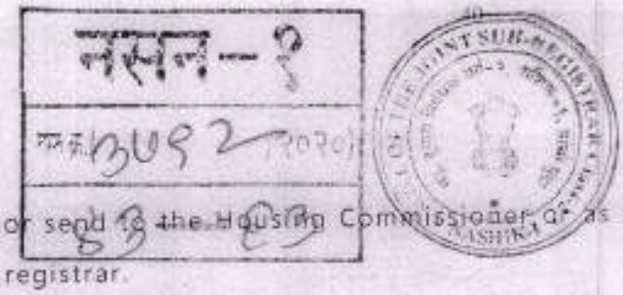
The annual meeting of the association shall be held on the 31st march of every year and such meeting where there should be a election be ballot of apartment owners of board of manager In accordance with the requirements of the bye-laws No 23.

15. Special Meeting:

It shall be the duty of the president to call a special meeting of the association as directed by the resolution of the board of upon a petition signed by authority of the apartment owners and having been presented to the case may be, the registrar or any officer, duly authorized by him in this behalf. The notice of any social meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting, except as stated in the notice, without the consent of the 4/5th of the apartment owners in person.

16. Notice of meeting:

It will be the duty of the secretary to E-mail, Whatsapp or send notice of the each annual or special meeting, stating therein the purpose of the meeting as well as the time and place were it is to be held, to each apartment owners, at least two but not more than seven days prior to such meeting. The mailing, whatsapping or sending of such notice in the manner provided in the bye-laws shall be considered notice served. Notice of all meeting shall be mailed



or send to the Housing Commissioner or as the case may be to the registrar.

17. Adjourned Meeting:

If any meeting of the apartment owners cannot be organized because of quorum not attained, the apartment owners who are present may adjourn the meeting to the time not less than 48 hours from the time of the original meeting was called. If at such adjourned meeting, also, no quorum is attained, the apartment owners present in person being not less than 2 shall form a quorum.

18. Order of Business:

The order of business at all meetings or the apartment-owners shall be as follows:-

a) Roll call.

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

c) Reading of minutes or proceedings of the previous meeting.

d) Report of officers.

e) Report of the Housing Commissioner of the registrar duly authorized by them if present.

f) Report of committee.

g) Election of Board of Manager.

h) Unfinished business, if any.

i) New Business.

Chapter -IV

Board of Managers

19. Managers of Association:-The affairs of the Association shall be governed by the Board of Manager.

20. Power and Duties of the Board:-The Board of the manager shall have the power and duties necessary for administration of the affairs of the association and any or all such acts and things are not by law or any these bye-laws directed to be executed and done by the association of the apartment owners.