(7) Association of Apartment and percentage of voting and/or undivided interest in the common areas and facilities appertaining to the Apartment / Apartments are not encumbered in any manner.

(8) That the administration of "ROYAL PALM" Apartment Condominium consisting as above of the building and parcel of land described in clauses first and fifth of this deed shall be in accordance with the provisions of this deed and that provisions of the bye-laws which are made a part of this deed and are attached hereto as Exh-B.

(9) That it appears above 'A' plans of ownership is hereby contributed under the subject to the provisions of Maharashtra Ownership Act 1970 so that the apartment units may be conveyed and registered as having its own exit to the common areas and facilities of the building each apartment owner having exclusive and particular right, title and interest over his respective unit and in addition, specified undivided interest in the common areas and facilities and restricted common areas and facilities.

(10) That for the purpose of stamp duty and registration fees to be imposed on the registration of this deed in the office of the Registrar of Declaration of Deed of Apartment u/s.35.

(11) That so long as the grantor own one or more of apartment units, grantor shall be subject to the provisions of this deed and the Exh. A and B attached hereto.

(12) That the percentages of the undivided interests, general and restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the Apartment units holders expressed in the amendment to this deed, duly registered.

(13) That the undivided interest in the general and restricted common areas and 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.

(14) That such apartment-unit-owners shall comply with the provisions of this deed, bye-laws, decisions and resolutions of the Association of Apartment-unit-owners which is representative and failure to comply with any such provisions, decision or resolution shall for an action to recover the sums due for damages or for injunction relief.

(15) That no apartment-unit-owner of the apartment unit may exempt him from the liability for the contribution towards the common expenses by waiver and restricted common areas and facilities or by abundant of his apartment unit.

(16) All sums assessed by the Association, but unpaid for share of the common expenses chargeable on such apartment unit shall contribute a change on such apartment unit prior to all other charges except only charge, if any, on the apartment unit for payment of Govt. or

Scanned with CamScanner

Municipal taxes or both, and all sums unpaid on the first mortgage of the apartment.

(17) That all the present or future owners, future tenants of 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 or any of the apartments in the building of more act of occupancy of any of such units shall signify that the provisions of this deed are accepted and ratified. The respective apartment-unit shall not be rented or given on leave and license or on caretaker basis by apartment unit-owner thereof for transient of hotel purpose, which shall be denied as :

(a) Rental compensation or compensation for any period less than 30 days.

(b) Any rental or if the occupants of the apartment unit and provided customary hotel or boarding or lodging or paying guest services other than forgiving obligations, the apartment owners of the respective apartment-unit shall have the absolute right to lease such unit or give it on leave license or caretaker basis, provided that the said lease or leave and license or care takers basis is made subject to the covenants and restrictions contained in this declaration and further subject to the bye-laws in Exh.B attached hereto.

(18) That if the property, subject to the plan of apartment ownership is totally or substantially deemed to be damaged or damaged or destroyed the repairs, reconstruction or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970.

(19) That whereas apartment 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 mortgage against the owner of such apartment unit, then neither the mortgage nor the purchaser who derives title to the apartment unit at such sale, or his successor or assigns shall be liable for assessment 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 constructed to prevent the association of Apartment-owners from filling and claiming the charge for such assessments and enforce the same as provided by law and about such a charge shall be sub-ordinate to such mortgage.

(20) That in a voluntary conveyance of an agreement unit, the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessment by the Association of apartment owners against the later for his share in the common expenses upto the time of grant of conveyance without prejudice to the right of the grantee to recover from the grantor the amounts paid by the grantees therefore. However, any such transfers shall be entitled to a statement from the manager or Board of Managers of 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 apartment unit conveyed be subject to the charge for any unpaid assessments made by the Association

Scanned with CamScanner

नमुना-३

दस्त क्र.(५५५)२०१८

९१—१९

of Apartment-owners against the grantor in excess of the amounts therein set forth.

(21) That the manager or the Board of Mangers of the Association shall obtain and continue in effect blanket property insurance in the form and amounts satisfactory to be mortgage holding the first mortgage covering the apartment-unit, but without prejudicial to the right of the owners of the apartment-unit to obtain individual apartment unit insurance.

(22) That the insurance premium for any blanket insurance covered shall be common expenses to be paid by the monthly assessment, and such payment shall be held in a separate account of the Association and used solely for the payment of the blanket property insurance premium as such prima become due.

(23) The Grantor shall be entitled to consume any additional F.S.I. granted in respect to the said property by N.M.C or Govt. in other property of the Grantor or Grantor can sale it to the any third party and Grantor is entitle to receive the consideration of the said FSI.

(24) That the construction of the building is already completed, the construction is done by the grantor himself, and, therefore, the grantor reserve the right to use the common and general areas and facilities and also reserve the right to modify the plan in such a manner as they deem fit, without effecting in any manner the common and restricted interest of the owners of the Apartment-units.

(25) That Apartment members are not satisfied with the tenant or licencee as the case may be kept by the any apartment member then the association has right to vacate the tenant or the licencee from the flat premises occupied by him/her.

In witness whereof the parties have set and scribed their respective hands hereto and hereunder the day, month and year first mentioned.

Tabeer Properties
Through its Partner



1. Mr. GulammustafaTabeeraliChaudhary

Scanned with CamScanner