

| Apt. /Flat unit No. | Floor | Name of the owner | Carpet Area in sq.mtrs | Voting rights in % |
|---|---|---|---|---|
| 1 | Ground | Amma Builder and Developers (Not sold) | 45.89 | 4.22 |
| 2 | Ground | Sadia Munir Khan | 62.75 | 5.78 |
| 3 | First | Mr. Ansar N. Pathan<br>Mrs. Shabana Ansar Pathan | 45.89 | 4.23 |
| 4 | First | Mr. Fitu Rabiul Haque<br>Mrs. Hasina Bibi Fitu Haque | 45.91 | 4.23 |
| 5 | First | Reshma Hasan Mujawar | 50.74 | 4.67 |
| 6 | First | Mr. Musarrat Nazar Zafar Sadique | 50.74 | 4.67 |
| 7 | First | Mr. Zaheer A. Sattar Deshmukh<br>Mrs. Gulnar Zahir Deshmukh | 70.26 | 6.47 |
| 8 | First | Mr. Shahid Nazirhussain Choudhari<br>Mrs. Nazma Shahid Chaudhary | 70.26 | 6.47 |
| 9 | Second | Mr. Sayyed Sadik Mustak | 43.95 | 4.05 |
| 10 | Second | Mr. Ramjan Babulal Bagwan<br>Mrs. Farhana Ramjan Bagwan | 43.95 | 4.05 |
| 11 | Second | Mr. Azim N. Shaikh<br>Mrs. Sultanabi Azim Shaikh | 35.13 | 3.24 |
| 12 | Second | Mr. Kalim Badruddin Sayyad | 50.74 | 4.67 |
| 13 | Second | Mr. Harshad Majid Shaikh<br>Mrs. Sumaiyya Harshad Shaikh | 50.74 | 4.67 |
| 14 | Second | Mr. Adil Khalik Shaikh<br>Mrs. Vahida Khalik Shaikh | 70.26 | 6.47 |
| 15 | Second | M. Imtiaz W. Hussain<br>Shabana Khalid Ahmed | 35.13 | 3.24 |
| 16 | Third | Mr. Sadekali Mojamelali Sekh<br>Mrs. Esmatara Sadikali Sekh | 39.12 | 3.60 |
| 17 | Third | Shaikh Sabir Ali<br>Mina Khatun | 38.99 | 3.59 |
| 18 | Third | Heenakaushar Umar Shaikh | 35.13 | 3.24 |
| 19 | | Mr. Adil Ahmed Mohammed Vakil Shaikh<br>Mrs. Sajeda Adil Shaikh | 35.13 | 3.24 |
| 20 | Third | Wajid Yakub Sayyed | 47.32 | 4.36 |
| 21 | Third | Mr. Nasir Hussain Pathan | 47.32 | 4.36 |
| 22 | Third | Mr. Adil Ahmed Mohammed Vakil Shaikh<br>Mrs.Sajeda Adil Shaikh | 35.13 | 3.24 |
| 23 | Third | Mr. Sajid Chand Shaikh<br>Mrs. Samina Sajid Shaikh | 35.13 | 3.24 |
| | | **TOTAL:** | **1085.6** | **100%** |

That the proportionate representation in voting provided hereinabove may be limited in accordance with the provisions of the byelaws attached hereto as Exh.B.

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.

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(8) That the administration of "Ozone 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, and the grantor covenant to take any section which shall adversely effect the rights of the Association against the latest defects in the building or other rights assigned to the Association on by reason of establishment of " Ozone Apartment" Condominium.

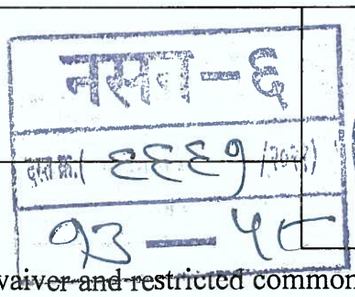
(12) That the percentages of the undivided interests, general and restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the Apartment units holders expressed in the amendment to this deed, duly registered.

(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 the dedications of the property to the plan of apartment-unit-ownership, of any of the provisions herein amended unless all of the apartment-unit-owners and mortgages of all the mortgages covering the units unanimously agreed. Revocation, amendment, removal, or the property from the plan by duly registered instrument.

(16) 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.

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

(18) 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 :

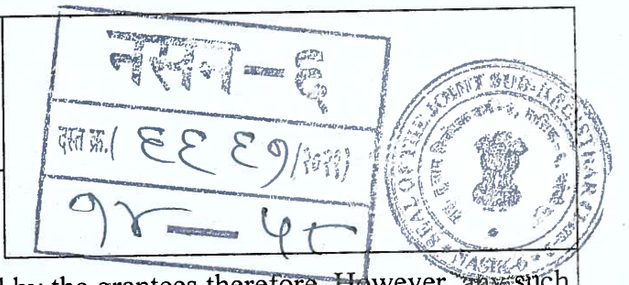
(a) Rental compensation or compensation for any period less than 30 days.

(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.

(19) 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 or the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970.

(20) 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.

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

(22) 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.

(23) 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.

(24) The Grantor shall be entitled to consume any additional F.S.I. granted in respect to the said property and in the said building in future by N.M.C or Govt. For that purpose the Grantor /grantor shall be entitled to use the ground, stair case, terrace of the building and the purchaser or any person claiming right through them shall not object or resist the same. Terrace of the building always the property of the Grantor and the purchaser or any person claiming right through them shall not object or resist the same. Hence Grantor is entitled to let /given on licence the terrace of the building to any person and also entitled to take/receive fees/money.

(25) 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.

(26) It is expressly agreed by the flat purchaser while entering into transaction of purchase of the flat that the area of the said flat shall be calculated and measured on the basis of built-up area which will be calculated and measured by considering the area of the flat, the wall thickness, entire areas of balconies, proportionate constructed area of staircase open to sky. The said scheme of built-up area is explained to the purchase and on an undertaking of the purchaser to accept the said calculated of the built-up area of the said flat i.e. carpet area of the flat plus 30% of the carpet area of the flat+3.25 sq. mtrs parking area which includes proportionate area of stair case equalant to built-up area.

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(27) 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.

(28) After the registration of this apartment, flat no. 01 of Amma Builders and Developers (owner) will be president/chairman of this apartment for first 5 years without election or selection by the member of this apartment. This president will select the rest committee members. After the completion of first five years of this committee, election will be conducted in the apartment for the selection of the new committee.

From 01/02/2016, all maintenance of the building, common electric and water bills, any expenses for the operation of this apartment etc. shall be divided among all the 23 flat member of apartment.

IN WITNESS WHEREOF THE GRANTOR HERETO SET THEIR RESPECTIVE HANDS THIS DAY AUGUST IN THE YEAR 2021.





Mr. Ali Munir Ahmed Khan
GRANTOR

WITNESSES :

1. _____ 2. _____

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**EXHIBIT-B**

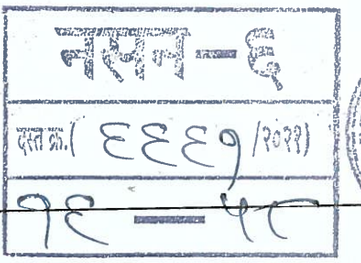
**BYE-LAWS OF " Ozone Apartment" CONDOMINIUM**

**CHAPER-I**

1. SHORTTITLE AND APPLICATION :

(a) These bye-laws may be called the bye-laws of the "Ozone Apartment" Condominium.

(B) The provisions of these bye-laws apply to the "Ozone Apartment" Condominium, all the present and future owners, tenements, and their employees or any other persons 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 requires otherwise.

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

(b) Association means Association of al the Apartment-owners constituted by such owners for the purpose of the "Ozone Apartment" Condominium.

(c) Board means a Board of Managers, consisting of three persons all of whom shall be owners of Apartments in "Ozone Apartment" Condominium.

(d) Building means the building located at Plot No. 17 from and out of Survey No. 7/1/1 to 8, admeasuring 664 Sq. Mtrs. of Nashik know as " Ozone Apartment" Condominium and 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 those owners holding 51% of the votes in accordance with the percentages assigned in the Declaration.

(g) Apartment Owner means the persons owning an apartment in "OZONE " Apartment Condominium.

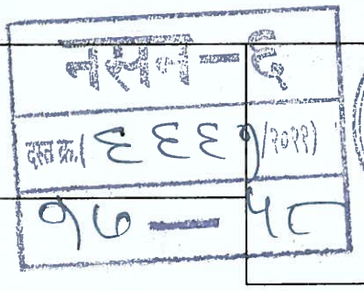
(h) Section means a unit in "Ozone Apartment" Condominium.

(i) Registrar means the Registrar of Co-operative Societies.

3. All that Non Agricultural property bearing Plot No. 17 from and out of Survey No. 7/1/1 to 8, admeasuring 664 Sq. Mtrs. of Nashik situated at Wadala Shivar Tal. & Dist. Nashik within the limits of Nashik Municipal Corporation Nashik bounded as under.

| On or towards | By | |
|---|---|---|
| East | : | 7.5 meter Colony road |
| South | : | Adjacent Plots no.19 & 21 |
| West | : | Adjacent Plots no.18 |
| North | : | Adjacent Plots no.02 & 03 |

The said property together with all existing easements, access and other rights appurtenant thereto and together with a ground + Three -storied building standing thereon known as " Ozone Apartment" Condominium is submitted to the provisions of the Act.




4. **OJBECTS 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 " Ozone Apartment" Condominium constructed on Plot No. 17 from and out of Survey No. 7/1/1 to 8, admeasuring 664 Sq. Mtrs. of Nashik. The said property together with all existing easements, access and other rights appurtenant thereto and together with a ground +Three - storied building standing thereon known as " Ozone Apartment" Condominium is submitted to the provisions of the Act. (hereinafter called the said building) who have filed their respective declaration, submit their apartments to the provisions of the act.

(b) To invest or deposit moneys.

(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 on licence, if possible, suitable portion of the common area to the outsider for commercial purpose and to distribute the common profit 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.

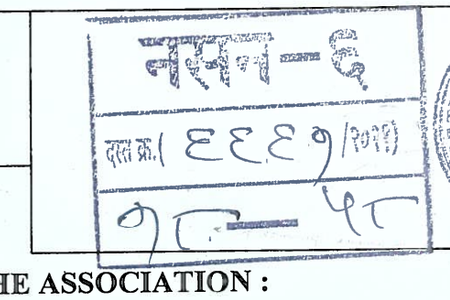
(f) To pay advance with the consent of the apartment-owners for any emergent necessity and to provide for the repayment thereof in lump sum or in installments.

(g) To establish and carry all its own accounts or jointly with individual or with institutions educational, physical, 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 benefits 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.

(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. **MEMBER OF THE ASSOCIATION :**

(a) All the persons who have purchased the apartment in "Ozone Apartment" Condominium and executed their respective declaration under section 5, submitting their Apartment to the provisions of the Act, shall automatically be the members of the Association and shall pay the charges for at least one share of the face value of Rs.200/- each.

Each apartment owner shall receive copy of the bye-laws on payment of Rs.350/-.

(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 donees shall automatically become member of the association and shall be admitted as the member, on payment of Rs.5000/- . The share/s held by the apartment-owner shall be transferred in the name of such purchaser or donee on payment of said Rs.5000/- to the association.

(c) On the death of an apartment-owner, his apartment shall be transferred to the person or persons to whom he bequeath the same by his will or to the legal representative/s of his estate in case he has not made any specific bequeath of the apartment. The name of the legatee or names of the legal representative/s jointly shall be entered in the register of the apartment-owners maintained by the secretary for the purpose of the administration of " Ozone Apartment" Condominium, as the apartment-owner or joint apartment-owners. Whereby a legatee is a minor, the apartment-owner shall be entitled to appoint, a guardian for such a minor.

6. **JOINT APARTMENT OWNERS :**

Where two or more persons have purchased an apartment, they shall be entitled to the apartment jointly and the share of the Association shall be issued in their joint names, but the person whose name stands first in the share certificate shall 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. **DISQUALIFICATIONS:**

No apartment-owner shall be entitled to vote on the questions of elections of the members of the Board or Presidents, Secretary, Treasurer or any other office-bearer or be entitled to stand for election to such, if he is in arrears on the last day of the month in respect of his contribution for common expenses to the Association for more than 60 days.