

7/10/16 1400
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9. Common Maintenance.
10. Open Space adjacent to the building.
11. Lift.
12. Land under the building.
13. Parking on the Upper Basement Floor and on the Ground Floor shown as per building plan.

Restricted areas facilities: Nil

SIXTH:

a) That the right, title and interest of each owner of the unit in the general common area & facilities listed under letter (a) and (b) of sub-paragraph 2 of paragraph fifth and their proportionate shares in the profits and the losses exist in the said general common areas as well as the proportionate representation for voting purpose in the meeting of association of apartment owner as SAI ARVIND APARTMENT CONDOMINIUM is based on proportionate net carpet area of each family unit/apartment to the total area. The voting rights is workout as follows:

SAI ARVIND APARTMENT

Floor	Unit/ Apartment	Percentage Ownership rights & Voting
Ground	Shop No.1	0.90 %
	Shop No.2	0.20 %
	Shop No.3	0.90 %
	Shop No.4	0.90 %
	Shop No.5	0.90 %

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	Shop No.6	0.90 %
	Shop No.7	0.90 %
	Shop No.8	0.90 %
	Shop No.9	0.90 %
First	Flat No.1	2.44 %
	Flat No.2	2.30 %
	Flat No.3	2.24 %
	Flat No.4	2.16 %
	Flat No.5	2.15 %
	Flat No.6	2.22 %
	Flat No.7	2.29 %
	Flat No.8	2.43 %
	Flat No.9	2.35 %
	Flat No.10	2.36 %
Second	Flat No.11	2.44 %
	Flat No.12	2.30 %
	Flat No.13	2.24 %
	Flat No.14	2.16 %
	Flat No.15	2.15 %
	Flat No.16	2.22 %
	Flat No.17	2.29 %
	Flat No.18	2.43 %
	Flat No.19	2.35 %
	Flat No.20	2.36 %
Third	Flat No.21	2.44 %
	Flat No.22	2.30 %
	Flat No.23	2.24 %
	Flat No.24	2.16 %
	Flat No.25	2.15 %
	Flat No.26	2.22 %
	Flat No.27	2.29 %

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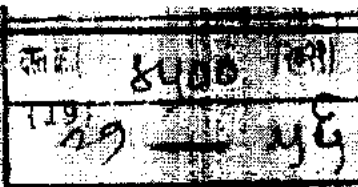


	Flat No.28	2.43 %
	Flat No.29	2.26 %
	Flat No.30	2.36 %
Fourth	Flat No.31	2.44 %
	Flat No.32	2.30 %
	Flat No.33	2.29 %
	Flat No.34	2.16 %
	Flat No.35	2.16 %
	Flat No.36	2.23 %
	Flat No.37	2.29 %
	Flat No.38	2.43 %
	Flat No.39	2.37 %
	Flat No.40	2.37 %

Total 100%

b) The proportionate representation of voting purposes and also the proportionate shares in profits and expenses both provided in (a) hereof may be limited in accordance with the provisions of the bye-laws attached hereto as Exe. B apartments and the percentage of the undivided interest in the common areas and facilities appertaining to the each apartment are not encumbered in any manner whatsoever on the date of this declaration.

SEVENTH: That the administration of SAI ARVIND APARTMENT CONDOMINIUM consisting as aforesaid of the building and parcel of land described in paragraphs first and fifth of this deed shall be in accordance with the provisions of this Deed and with the provisions of the bye-laws which are made a part of this deed and are attached hereto as Exhibit-B.



EIGHTH: That as appears above, a plan of apartment ownership is hereby contributed under the subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 so that all the family units/apartments of the building may be conveyed and register as individual properties capable of the independent use, on account of each having its own exit to unit owner having a exclusive and particular right title and interest over his respective family unit/apartment & in addition the specified undivided interest in the common areas and or restricted common areas and facilities.

NINTH: That the stamp duty and registration fees is paid as per Maharashtra Stamp Act.

TENTH: That so long as the Grantor owns one/ more of the family units/apartment, the Grantor shall be subject to the provisions of this deed and of the Exe. A & B attached hereto & the Grantor covenants to take no action which will adversely affect the rights of the association by reason of the establishment.

ELEVENTH: That the general and/or restricted common areas and facilities shall remain undivided and no owners shall bring any action for partition/ division thereof.

TWELTH: That percentage of the undivided interest in the general and/or restricted common areas and facilities established herein shall not be changed except with the unanimous content of all the apartment owners expressed in amendment to this deed duly registered.

THIRTEENTH: That the undivided interest in the general & or restricted areas & facilities shall not be deemed conveyed/ encumbered with the unit even though such interest in not

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expressly mentioned/ described in the conveyance of other instrument.

FOURTEENTH: That each apartment owners shall comply with the provisions of this Deed, the bye-laws, decision and resolutions of the association of apartment owners or its representative, and failure to comply with any such provisions, decision or resolution, shall be grounds for an action to recover sums due, for damages, or for specific relief.

FIFTEENTH: That the declaration of the property to the plan of apartment ownership herein shall not be revoked, or the property removed from the plan of apartment ownership, or any of the provision share in, amended unless all of the apartment owners and the mortgagees of all the mortgagees 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 apartment owners of a family unit / apartment may exempt himself from liability for his contribution towards the common expenses by waiver of the use of enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of his unit.

SEVENTEENTH: All sums payable by the association but unpaid for the share of the common expenses, chargeable to any family unit / apartment shall constitute a charge such family unit / apartment prior to all other charges except only (1) charge, if any, on the family unit / apartment for payment of Govt. or Municipal Taxes or both and (2) all sums unpaid on a first mortgage of the apartment.



EIGHTEENTH: That all present or future owners, tenants, future tenants / 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 more acquisition/rental of any of the family units/apartment of the building/ the more act of occupancy of any of the said units shall signify that the respect family unit /apartment or give it on leave and license or care-taker basis provided that said leave and license or care-taker basis /is made subject to the covenants and restrictions contained in this Declaration and further subject to the bye-laws in Exe. B attached hereto.

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

TWENTIETH: That, where a unit is sold by a mortgagee in exercise of his powers of sale under & English Mortgage or by a Court in execution of a sale brought by a mortgage against the owner of such family unit/apartment, then neither the mortgagee nor the purchaser who derives title to the family unit /apartment at such sale, his successors/ assigns shall be liable for assessments by the association which become due prior to the acquisition of title by such acquirer it being understood, however, that the deed shall not be constructed to prevent the association of apartment owners from filling the and claiming charge for such assessments and that such charge shall be sub-ordinate to such mortgage.

TWENTY-FIRST: That in voluntary conveyance of a family unit/ apartment the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the

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association of apartment owners against the letter for 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 amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Manager/ Board of Managers of the 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 family unit/ apartment conveyed be subject to a charge for any amount of unpaid assessments made by the association of apartment owners against the grantor in excess of the amount therein set forth.

TWENTY SECOND: That the Manager/ Board of Manager of the association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering family units/ apartments but without prejudicial to the right of the owner of a family unit/ apartment to obtain individual family unit/ apartment insurance.

TWNETY THIRD: That the Manager/ Board of Manager of the coverage shall be a common expenses to be paid by monthly assessment levied by the association of apartment 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.

IN WITNESS WHEREOF THE GRANTOR HERETO SET
THEIR HANDS THIS DAY, DATE AND FIRST MENTIONED
HEREIN ABOVE MENTIONED.

SIGNED & DELIVERED
BY Builders/Grantors/
Developers/Owners/Promoters



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1. Mrs. Tapabai Arvind Fulpagare
2. Mr. Arvind Gendallas Senu Fulpagare
3. Mr. Prakash Arvind Fulpagare
4. Mr. Pandit Arvind Fulpagare
5. Mr. Santosh Arvind Fulpagare
6. Anand Builders and Developers
through its partner
Mr. Pradipal Subhashlal Burad
No.06 for himself as Developer
of land and General Power of
Attorney Holder & Developers
of No.1 to 5.

WITNESSES

1) Mr. Ramesh

अनेक्य दिनेष रेडक

2) Mr. [Signature]

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EXHIBIT 'B'

(SEE CLAUSE 18)

**BYE-LAWS OF THE SAI ARVIND APARTMENT
CONDOMINIUM**

CHAPTER-1

1. Short Title An Application:

(i) These bye-laws may be called the bye-laws of the SAI ARVIND APARTMENT CONDOMINIUM.

(ii) The Provisions of these bye-laws apply to the SAI ARVIND APARTMENT CONDOMINIUM. All 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 forth in these bye-laws.

THE mere acquisition or rental or taking or license of any of the family 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-law are accepted, rectified, and will be complied with.

2. Definitions:

(i) In these bye-laws, unless the context requires otherwise:

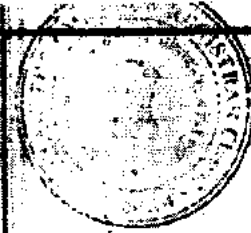
(a) "ACT" means the Maharashtra Apartment Ownership Act, 1970;

(b) "ASSOCIATION" means the Association of all the apartment owners constituted by such owners for the purpose of the SAI ARVIND APARTMENT CONDOMINIUM.

(c) "BOARD" means a Board of managers consisting of 5 person of all whom shall be owners of apartment in the SAI ARVIND APARTMENT CONDOMINIUM.

(d) "BUILDING" means the building located on Plot No.4/5.

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ARVIND APARTMENT CONDOMINIUM and includes the land forming part thereof.

(e) **"DECLARATION"** means the Declaration which all the owners of the building have executed and registered as provided in section 2;

(f) **"MAJORITY OF OWNERS"** means those owners holding 51 percent of the votes in accordance with the percentages assigned in the Declaration;

(g) **"OWNER" or "APARTMENT OWNERS"** means the person owning an apartment in the **SAI ARVIND APARTMENT CONDOMINIUM**.

(h) **"SECTION"** means a section of Act:

(i) **"UNIT"** means a family unit/apartment in the **SAI ARVIND APARTMENT CONDOMINIUM**.

(j) **"REGISTRAR"** means the Registrar of Co.Op. Societies.

(k) Words and expressions used in the bye-laws defined therein shall have the meaning respectively assigned to them in the ACT.

3. Apartment Ownership:

The building located at Plot No.4/5, area adm. 1177.30 sq.mtrs, Survey No. 45/1/B/1, at Village Makhmalabad -2 Tal. & Dist. Nashik and known as the **SAI ARVIND APARTMENT CONDOMINIUM** is submitted to the provisions of the Act.

4. Object of Association:

(1) The object of the association shall be:

(a) To be and to act as the association of apartment-owners of the building called **SAI ARVIND APARTMENT CONDOMINIUM** at Plot No.4/5, area adm. 1177.30 sq.mtrs, Survey No. 45/1/B/