

provisions, benefits or any State Government/Central Government schemes if applicable shall be applied to the Apartment Scheme known as "PIONEER TULIP"

FIFTH THAT the said Multistoried Building has a total Built-up area of all the floors as per Sanctioned Plan as well an open land and covered / open Parking area on available open space which constitutes covered/uncovered parking, staircase and General Common / Restricted Areas and Facilities are detailed below:-

FIFTH THAT this Condominium shall be known and styled as "PIONEER TULIP" and the family units and the Common / Restricted Areas and Facilities of the Building are as follows :-

UNITS ON GROUND FLOOR, 1st FLOOR TO 7th FLOORS

The Ground Floor premises consist of with common parking area. The First Floor consists of Flat Nos 101,102,103,104,105,106,107 & 108. The Second Floor consists of Flat Nos 201,202,203,204,205,206,207 & 208. The Third Floor consists of Flat Nos 301, 302,303,304,305,306,307 & 308. The Fourth Floor consists of Flat Nos 401,402,403,404,405,406,407 & 408. The Fifth Floor consists of Flat Nos 501,502,503,504,505,506,507 & 508. The Sixth Floor consists of Flat Nos 601,602,603,604,605,606,607 & 608. The Seventh Floor consists of Flat Nos 701 & 702 and thereafter is a common terrace. Units are described herein below. Each Family unit is a rectangular shaped Apartment. The Unit on all floors have an access from their respective main doors from the Corridor of the respective floor.

THAT, the Carpet Area, Built-up areas, Unit Numbers, its Floors and Undivided share in land are more specifically described in the following chart given below:-

SR. NO.	FLAT NOS.	CARPET AREA (SQM.)	B/UP AREA (SQM.)	LANDSHARE
				%
FIRST FLOOR				
1	101	51.220	57.52	1.136
2	102	51.220	57.52	1.136
3	103	51.220	57.52	1.136
4	104	51.220	57.52	1.136
5	105	51.220	57.52	1.136
6	106	51.220	57.52	1.136
7	107	51.220	57.52	1.136
8	108	51.220	57.52	1.136
SECOND FLOOR				
9	201	51.220	57.52	1.136
10	202	51.220	57.52	1.136
11	203	51.220	57.52	1.136
12	204	51.220	57.52	1.136
13	205	51.220	57.52	1.136
14	206	51.220	57.52	1.136
15	207	51.220	57.52	1.136
16	208	51.220	57.52	1.136
THIRD FLOOR				
17	301	51.220	57.52	1.136



(2) COMMON AREAS AND FACILITIES:

- a) The parcel of land described in paragraph FIRST of this Deed. (Excluding the restricted area allotted to Family Units as mentioned hereinabove)
- b) Parking Facility is available in Ground Floor open land around the said building, some are covered others are uncovered in and around the marginal spaces around the building.
- c) Common passage leading to the Stair Ways
- d) Compound wall on all 4 (Four) sides. 1(One) Grill Gate is provided to the said Building for ingress and egress of Apartment Owners.
- e) The following facilities located throughout the building.
 - i) 3(THREE) Staircase including Two Fire Exit Staircase with Fire fighting arrangement and 3(THREE) Lifts provided to the said Building with power back up.
 - ii) A Sump of on ground floor with Electric Motor Pump
 - iii) Plumbing net work, throughout the building.
 - iv) Electric wiring network throughout the building.
 - v) Necessary light and sufficient water supply will be provided by NMC or Borwell
 - vi) Overhead Water Tank as required
 - vii) The foundation and main walls, columns, girders, beams and roofs of the building as described in the plan which forms a part of this Deed as Exhibit-A hereof.
 - viii) Borwell with electric pump
 - ix) Power back up for lifts and common area.
 - x) AND in general all apparatus and installations existing for common use

SIXTH (A) THAT the right, title and interest of each Owner of a Family Unit in the General Common/Restricted Areas and Facilities listed under letters (a) to (e) of Sub-paragraphs (2) of Para FIFTH and their proportionate shares in the profits and common expenses in the said General Common/Restricted areas and facilities for voting purposes in the meeting of the Association of Apartment Owners of "PIONEER TULIP" shall be as follows

(B) THAT the proportionate representation for voting purposes as purposes may be conveyed and registered as individual properties capable of independent use, on account of each having its own exit to a common/restricted areas and facilities of the building, such family unit owner having an exclusive and particular title and interest over his respective family unit and in addition, the specified undivided interest in the Common/Restricted areas and facilities

SEVENTH THAT for the purposes of Stamp Duty and Registration fees to be imposed on the Registration of this DEED in the Registers of Declaration and Deeds of Apartment under Section 13(5), the value of "PIONEER TULIP" - is distributed as follows

The cost of aforesaid multistoried building shall be ascertained after its completion

SEVENTH: THAT so long as the Grantor owns one or more of the Family Units, the Grantor shall be subject to the provision of this Deed and of the Exhibit - A and B attached hereto, and the Grantor covenants to take no action which will adversely affect

नगन-8
9388/2048



the rights of the Association of Apartment owners with respect to assurance against latent defects in the building or other rights assigned to the Association by reason of the establishment of "PIONEER TULIP".

EIGHTETH THAT the General Common/restricted Areas and Facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

NINTH THAT the percentage of the Undivided interest in the General Common / restricted Areas and Facilities established herein shall not be changed except, with the unanimous consent of all the Apartment owners expressed in amendment to this Deed duly registered.

TENETH THAT the Undivided interest in the general Common/restricted Areas and Facilities shall not be separated from the Family Unit to which is appertains, and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

ELEVENTH THAT each Apartment 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 grounds for an action to recover sums due for damages or for injunctive relief.

TWELVETH THAT the dedication 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 provisions herein amended unless all of the apartment owners and the mortgages of all the mortgages covering the units unanimously agree to such revocation or amendment or removal of the property from the Plan by duly registered document/instrument.

THIRTEENTH THAT no Apartment Owner of a family unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the General Common / Restricted Areas and Facilities or by the abandonment of his family unit.

FOURTHEENTH THAT all sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a charge on such family unit prior to all other charges except only (1) charges, if any on the family unit for payment of Government or Municipal Taxes or both and (2) all sum paid on a first mortgage of the apartment.

FIFTHEENTH THAT all present or future owners, tenants, future tenants, or any other person that might use the facilities of the building in any manner, are subject to the provisions of the Deed and that the mere acquisition or rental of any of the family units of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this deed are accepted and satisfied. The respective family unit shall not be rented or given on leave and license or caretaker basis by the Apartment Owners thereof for transient or hotel purposes, which shall be defined as (1) Rental compensation or compensations for any period less than Thirty days, (2) Any rental or if the occupants of the family unit are provided customary hotel or boarding or lodging or paying guest services other than the foregoing obligations, the Apartment Owners of the respective family unit shall have the absolute right to leases such unit or give it on leave and license or caretaker basis provided that the said leases or leave and license or care-taker basis in this Declaration and further subject to the by-laws in EXHIBIT - B attached hereto.

SIXTEENTH 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.

47-1-8
5388/2098
98/88



SEVENTEENTH: THAT the GRANTOR reserves it's right to erect any additional construction on the available open space or on the top or terrace of the Building if the F.S.I. OR T.D.R. in relation to the said Plot of land is increased at any future date and in such event the Purchaser shall not prevent or obstruct the GRANTOR in so utilizing and dealing with such additional F.S.I. and in such event the Prospective buyers of such additional Apartments shall also have all the rights of ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. It is specifically agreed and stated that the percentage and proportion of undivided share in the said land shall always be subject to proportionate reduction if some additional Apartments are constructed thereon by the GRANTOR and in such case the Apartment owners shall not claim any proportionate refund of the cost price of land. The Apartment owners also further agreed that she/he will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building.

EIGHTEENTH: THAT where a family 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 the mortgagee against the owner of such family unit, then neither the mortgagee nor the purchaser who derives title to the family unit at such sale, or his successors or assigns shall be liable for assessments by the Association which become due prior to the acquisition of title to such acquirer, it being understood however, that the above shall not be construed to prevent the Association of Apartment Owners from filing and claiming charge for such assessments and enforcing same as provided by law, and that such charge shall be subordinate to such mortgage.

NINETEENTH: THAT the balance F.S.I. or T.D.R. available to the said Piece of land as mentioned in the sanctioned Plan and also if the F.S.I. in relation to the said Piece of land is increased at any time in future, then in such event such balance and increased F.S.I. shall always belongs to the Grantor and it shall have absolute right and full authority to use and consume the same in its absolute discretion without obtaining any consent from the Members of the Society and/or the Apartment Owners in the said complex and consequently the Deed of Declaration shall also be revised without the consent of the members of the society.

TWENTIETH: THAT it is understood by the Apartment owners that the GRANTOR shall display any type of board, signs, banners etc. on any exterior part of building and the apartment owners will neither object/disturb it, nor obstruct it's visibility in any way. The Apartment owners shall not pay nor shall the Purchaser demand any rent etc. for any signs displayed by it.

TWENTY FIRST: THAT the members of the Association shall obtain and continue in effect blanket property insurance inform and amounts satisfactory to mortgages covering family units but without prejudice to the right of the owners of a family unit to obtain individual family unit insurance.

TWENTY SECOND: THAT the insurance premium for any blanket insurance coverage shall be common expenses to be paid by monthly assessments levied by the Association of Apartment owners, and that such payment shall be held in separate account of the Association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

777-8
5388/1095
92/88



IN WITNESS WHEREOF the GRANTOR herein above named has here to set its hand and signed this DEED OF DECLARATION at NAGPUR on this 6th Day of October, 2016 in the presence of attesting witnesses.



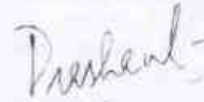
WITNESSES:

1. 
(PRAKASH M. WANKAR)



2. 
(Adv. A. Desai)





FOR TARANGAN INFRAVENTURES PVT. LTD.

through its Authorized Director

SHRI PRASHANT S/O BABASAHEB WASADE

(GRANTOR)

4388/2016
9E/88



BYE LAWS OF THE PIONEER TULIP APARTMENTS ASSOCIATION

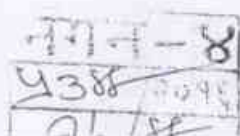
CHAPTER - 1

SHORT TITLE AND APPLICATION :

These By-laws may be called the By-laws of the "PIONEER TULIP" Apartments Association.

The provisions of these bye-laws apply to the "PIONEER TULIP" Residents Association.

- The provisions of these bye-laws apply to the "PIONEER TULIP"
- 1) Apartments Association
 - 2) 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 on licence or acts of occupancy of any of the apartments will signify that these Bye Laws are accepted, ratified and will be complied with.
 - 3) **DEFINITIONS:**
In these bye-laws unless context requires otherwise. -
"Act" means the Maharashtra Apartment Ownership Act, 1970 Maharashtra Housing (Regulation and Development) Act, 2012 The Real Estate (Regulation and Development) Act, 2016 and or any other Act subject to the modifications and terms contained in the Agreements to be executed in favour of the purchaser.
a) Association means the Association of the Apartment Owners constituted by such owners for the purpose of the "PIONEER TULIP" Apartments Association
b) "Board" means a Board of Managers consisting of Ten Persons all of whom shall be owners of Apartments in the "PIONEER TULIP" Apartments Association.
c) "Building" means the building located at "PIONEER TULIP" PLOT NO 9, CTS NO 648, NAGPUR -440013
within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust and known as "PIONEER TULIP" Apartment Association and includes the land forming part thereof
d) "Declaration" means the declaration which the Chief Promoter of the building has executed and registered as provided in Section 2
e) "Majority of Owners" means those owners holding 51 percent of the votes in accordance with the percentage assigned in the declaration.
f) "Owner" or "Apartment Owner" means the persons owning an apartment in the "PIONEER TULIP" Apartments Association in whose favour the Sale Deed is executed
g) "Section" means a Section of the Act.
h) "Unit" means a family unit in the "PIONEER TULIP" Apartments Association except undivided share in the land
i) "Registrar" means the Registrar of Co-operative Societies.
j) "Clause" means a clause or a term in the Agreement and/or Sale Deed which would prevail over the provisions of the Act.
 - 4) **WORD OF EXPRESSION:**



WORD AND EXPRESSION USED in these bye-laws but not defined therein shall have the meanings respectively assigned to them in the Act.

5) APARTMENT OWNERSHIP:

The Apartment Owner shall be the person who is the member of the Association having executed the Valid Deed of Sale with the Grantor and the Developer

6) OBJECTS OF ASSOCIATION:

The Objects of Association shall be as under:

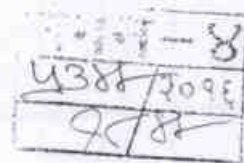
- a) To act as the Association of Apartment Owners of the building called "PIONEER TULIP" Apartments Association at Nagpur (hereinafter called "the said Building").
- b) To invest or deposit moneys.
- c) To provide for the maintenance, repair and replacement of the common areas and facilities by contributions from the Apartments Owners and, if necessary, by raising loans for that purpose.
- d) To provide for and do all or any of the matters provided in Sub-Section (2) of Section 16.
- e) To advance with the consent of the Apartment Owners any short term loans to any Apartment Owner in case of any emergency or necessity and to provide for the repayment thereof in lump sum or in installments.
- f) To establish and carry on its own account or jointly with Individuals or Institutions, Educational, Physical, Social and Recreation Activities for the benefits of the Apartment Owners.
- g) To frame rules with the approval of the General Meeting of the Association and after consulting the competent authority and to establish a Provident Fund and Gratuity Fund, if necessary, for the benefits of the employees of the Association.
- h) To do all things necessary and/or otherwise provide for their welfare expedient for the attainment of the objects specified in these bye-laws.
- i) The Association shall not act beyond the scope of its objects without duly amending the provisions of these bye-laws for the purpose.

7) MEMBERS OF ASSOCIATION: -

All persons who have purchased apartment in the "PIONEER TULIP" Apartments Association and executed respective Declaration under section 5, submitting their apartment in the "PIONEER TULIP" Apartments Association to the provisions of the Act shall automatically be the members of the Association and shall pay a sum of as entrance fee and purchase at least one share of the face value each as may be decided by the Association. Each Apartment Owner shall receive a copy of the bye-laws on payment of Rupees Five Hundred only.

8) Upon any Apartment Owner selling his apartment or absolutely conveying the same by way of sale, gift, under a will or otherwise the Purchaser or donee or legatee shall automatically become the member of the Association and shall be admitted as member on payment of the entrance fee as may be decided by the Association. The shares held by an Apartment Owner shall be transferred to the name of such PURCHASER or DONEE or LEGATEE on payment to the Association as per rules.

9) On the death of an Apartment Owner his/her apartment shall be transferred to the person or persons to whom he/she bequeathed the same by his/her will or to the legal representatives of his/her estate in case he/she has not made any specific bequest of the Apartment. The name of the legatee or the names of the legal representatives jointly shall be entered in the register of owners. Where any legatee is a minor the Apartment Owner shall be entitled to appoint as guardian of such minor. Every apartment Owner shall have a right to nominate any of his legal heir as the successor however the same shall not carve out any legal right in him, and shall only be a nominee for the purpose of membership.



10) **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 person whose name stands first in the Sale Deed shall alone have the right to vote.

11) **HOLDING OF ONE SHARE COMPULSORY:-**

Every Apartment Owner must hold at least one share of the Association, joint Apartment Owners holding shares jointly.

12) **DISQUALIFICATION:-**

No Apartment Owner shall be entitled to vote on the questions of the election of members of the members of the Board or the President, Secretary, Treasurer or any of the Office Bearers or be entitled to stand for election to such office if he is in arrears of any sum due from him in respect of his contributions for common expenses for more than sixty days on the last day of the year preceding the year in which the election to the Board would take place.

CHAPTER - 2

VOTING, QUORUM AND PROXIES

13) **VOTING:**

Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to his apartment in the declaration.

14) **QUORUM:**

Except as otherwise provided in these bye-laws the presence in person of a majority of owners shall constitute a quorum.

15) **VOTES TO BE CAST IN PERSON:**

Votes shall be cast in person.

CHAPTER - 3

ADMINISTRATION

16) **POWERS AND DUTIES OF ASSOCIATION :**

The Association will have the responsibility of administering the "PIONEER TULIP" Apartments Association, approving the annual budget, establishing and collecting monthly assessment and arranging for the Management of the Association in an efficient manner. Except as otherwise provided, resolutions of the Association shall require approval of a Majority of Owners, casting votes in person.

17) **PLACE OF MEETING :**

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

18) **ANNUAL MEETING :**

The First Annual Meeting of the Association may be held within one month of the Apartment being ready for possession. Thereafter the Annual Meeting of the Association shall be held on the 4th Sunday of December of each succeeding year there shall be



elected by ballot of the apartment Owners a Board in accordance with the requirement of Bye-law No 23. The owners may also transact such other business of the Association as may properly come before them and having been presented to the Secretary or at the request of the Housing Commissioner or as the case may be the Registrar or any Officer duly authorised by him in this behalf. The notice of any special meeting shall state the time and place of such meeting and purpose thereof. No other business shall be transacted at a Special Meeting except as stated in the notice.

19) SPECIAL MEETING :

It shall be the duty of the President to call a special meeting of the Apartment Owners as directed by a resolution of the Board or up a petition signed by a majority of the owners.

20) NOTICE OF MEETING:

It shall be the duty of the Secretary to send a notice of each annual or Special Meeting stating the purpose thereof as well as the time and place where, it is to be held to each apartment owner at least 2 days but not more than 7 days prior to such meeting. The sending of a notice in the manner provided in this bye-laws shall be considered as notice served. Notices of all meetings shall be sent to the Housing Commissioner or as the case may be to the Registrar.

21) ADJOURNED MEETING :

If any meeting of Owners cannot be organized because a quorum has not attended, the owners who are present may adjourn the meeting to a time not less than forty eight hours from the time the Original Meeting was called. If at such adjourned meeting also no quorum is present the owners present in person being not less than four shall form a quorum.

22) ORDER OF BUSINESS:

The order of business at all meetings of the Owners of Apartments shall be as follows

- a) Roll Call
- b) Reading of Notice of meeting or waiver of Notice
- c) Reading of minutes of preceding meeting.
- d) Reports of Officers.
- e) Report of the 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.
- i) New Business.

CHAPTER - 4

BOARD OF MANAGERS

23) MANAGEMENT OF ASSOCIATION :

