| | | | | | |
|---|---|---|---|---|---|
| E-204 | E | Second | 77.2877 | 107.3973 | 0.4215 |
| E-301 | E | Third | 77.2877 | 107.3973 | 0.4215 |
| E-302 | E | Third | 77.2877 | 107.3973 | 0.4215 |
| E-303 | E | Third | 77.2877 | 107.3973 | 0.4215 |
| E-304 | E | Third | 77.2877 | 107.3973 | 0.4215 |
| F-101 | F | First | 77.2877 | 107.3973 | 0.4215 |
| F-102 | F | First | 77.2877 | 107.3973 | 0.4215 |
| F-103 | F | First | 77.2877 | 107.3973 | 0.4215 |
| F-104 | F | First | 77.2877 | 107.3973 | 0.4215 |
| F-201 | F | Second | 77.2877 | 107.3973 | 0.4215 |
| F-202 | F | Second | 77.2877 | 107.3973 | 0.4215 |
| F-203 | F | Second | 77.2877 | 107.3973 | 0.4215 |
| F-204 | F | Second | 77.2877 | 107.3973 | 0.4215 |
| F-301 | F | Third | 77.2877 | 107.3973 | 0.4215 |
| F-302 | F | Third | 77.2877 | 107.3973 | 0.4215 |
| F-303 | F | Third | 77.2877 | 107.3973 | 0.4215 |
| F-304 | F | Third | 77.2877 | 107.3973 | 0.4215 |

The units are described with full details of the dimensions in Exhibit A (Building Plan), which forms a part & parcel of this Deed of Declaration. The Measurement of units includes all outside walls & 1/2 of the block partitions. That the property consisting of the said **"NAND"** is hereby submitted & subjected to the provisions of the Maharashtra Apartment Ownership Act, 1970.

**GENERAL COMMON AREAS & FACILITIES:**

(a) The said portion of plot of land described in first Para of this Deed of Declaration & in Exhibit A hereto annexed.

(b) The following facilities located throughout the NAND & as shown in Exhibit A.

i) Water tanks are located on the roof of each row house of NAND;

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ii) Water tanks located on the roof of each building containing self contained apartments of NAND;

iii) A stairway, referred to in this Deed as stairway which leads from the ground floor to the roof of the each building containing self contained apartments from all through the common facilities & area only;

iv) Fire Escape provided in each high rise building of NAND;

v) The foundations & main walls, columns, guarders, leans & roof of the structure of the NAND as described in the plans which from part & parcel of this deed as Exhibit A hereof;

vi) Lift (if any) installed in the each of the building containing self contained apartments;

vii) Passage, corridor & open space left in each building containing apartments;

viii) Plumbing network throughout NAND outside the unit;

ix) Electric connection, service line & wiring network throughout the NAND, outside the unit;

x) Necessary common light & public water connections;

xi) Landscaping & open land around the 'NAND';

xii) Parking Space for car and two wheeler;

xiii) Power Generators.

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**RESTRICTED COMMON AREAS & FACILITIES:**

a) The terrace of each double duplex/twin bungalow/row house is exclusive use & enjoyment of the owner/s of said unit, but the unit owner/s are not entitled to erect any temporary or permanent structure upon the terrace. The rights pertaining to erection of any temporary or permanent structure upon the terrace of the unit/s shall always exclusive remain with the Grantor or any person nominated by the Grantor herein.

b) Similarly the roof top of each building containing self contained apartments, shall be exclusive utilization of the apartment owners of said building, but the apartment owner/s are not entitled to erect any temporary or permanent structure upon the terrace. The rights pertaining to erection of any temporary or permanent structure upon the terrace of the unit/s shall always exclusive remain with the Grantor or any person nominated by the Grantor herein;

c) Open space left within the building & also the stair case & passage of each of the high rise building containing self contained apartments shall be exclusive use & utilization of the apartments owners of said building no other owners of NAND shall utilize the same though it has been mentioned as the common are in this declaration.

6. (a) **THAT** the right, title & interest to each owner of a unit in the general common area & facilities listed herein & their proportionate share in the profits & common expenses in said general common areas & facilities, as well as the proportionate representation for voting purpose in the meeting of the members of the **NAND OWNERS ASSOCIATION** is assessed on proportionate share of each unit to the total area said plots of land as detailed in Schedule "A" annexed hereto.

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(b) **THAT** it shall be the exclusive responsibility of NAND OWNERS ASSOCIATION to maintain the various facilities installed in the NAND by the Grantor AND the Grantor shall not be any way responsible for the same after handing over the possession of the row house/s & apartments to their respective owners &/or upon execution of Sale Deed, whichever is earlier, as the case may be;

(c) **THAT** the right, title & interest of each owner of a unit located on ground floor in the general common areas & facilities located therein & listed under letter (b) & said Sub-para 2 of the paragraph fifth, & their proportionate share in the profits & common expenses in said general common areas & facilities as well the proportionate representation of voting purpose with respect to said restricted common areas & facilities in the meeting of the members of the **NAND OWNERS ASSOCIATION** is based on the proportionate share & interest & title of each unit to the total area of all units located;

(d) **THE** proportionate representation for voting purpose provided in (a) & (c) hereof may be limited in accordance with the provisions of bye-laws attached hereof as Exhibit B;

(e) **Units** & the percentage of undivided interest in the common areas & facilities appertaining to the unit, each unit are not encumbered in any manner whatsoever on the date of this Declaration.

7. **THAT** the administration of **NAND** consisting of the aforesaid structure & parcel of land described in Para 1 & 5 of this Deed shall be in accordance with the provisions of this Deed & with the **BYE-LAWS** which are also a part of this Deed & are attached hereto as **EXHIBIT B.**

8. **THAT** as appears above a plan of unit ownership hereby constituted under & subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 so that the unit may be

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conveyed & registered as individual properties capable of independent use, on account of each having own exit to common area & facility of the building, each unit owner having an exclusive & particular right, title & interest in the respective unit & in addition the specified undivided interest in the common areas & facilities.

9. **THE** Grantor covenant to take no action, may adversely affect right of the association of the unit owners in respect of assurance against latent structural defects in structure of the building of **NAND** on right as the building is assigned to the association by reason of establishment of **NAND OWNERS ASSOCIATION.**

10. **THAT** the general common area & facilities shall remain undivided & no owner shall bring any action for partition or division thereof.

11. **THE** percentage of the undivided interest in the general areas & facilities established herein shall not be changed except expressed in amendment to this Deed & such amendment being duly registered. This amendment may be because of the increased FSI available with the owners due to subsequent change in statutory provisions, in such circumstances, the Grantor herein shall be at liberty to construct further floor in the units/building known & styled as NAND upon sanctioning of the revised building plan. In such & all other circumstances the double duplex/ twin bungalow/ row house/ apartment owners, as the case may be, shall not raise any kind of objection or hindrance of any kind to the Grantors & the undivided share & interest of the apartment owners in the land shall be proportionately reduced.

12. **THAT** the undivided interest in the general common areas & facilities shall not be separated from the units & shall be deemed to be conveyed or encumbered with the unit, even

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though such interest is not expressly mentioned or described in the conveyance or other instrument.

13. **THAT** each unit owner shall comply with the provisions of this deed, bye-laws, decisions & resolutions of the association of the unit owners or its representatives & failure to comply with any such shall be grounds for an action to recover seems due, for damage or for injunctive relief.

14. **THAT** the dedication of the property to the plan of unit ownership herein shall not be revoked or the property removed from the plan of unit ownership or any of the provisions herein contained changed, unless all the unit owners shall & the mortgages of all the mortgages covering the units unanimously agreed to such revocation or amendment or removal of the property from the plan, by duly registered instrument.

15. **THAT** no owner of the unit can exempt himself from liability for the contribution towards common expenses by waiver of the user or enjoyment of any of the general common area & facilities or by the abandonment of the unit.

16. **THAT** all cess assessed by the association but unpaid for the share of common expenses chargeable to any unit shall constitute a charge of such unit, prior to all other charge except (i) charge, if any, on the unit for payment of Government/ Municipal/Grampanchyat taxes or both & (ii) all sums unpaid on a first mortgage unit.

17. **THAT** all present or future owner, tenants, future tenants or any other person that might use the facilities of the building in any manner, are subjected to the provisions of this Deed & that the mere acquisition or rental of any of the units of the building or the mere act of occupancy of any of the units of the said Units shall signify that the provision of this Deed are accepted & ratified. The respective units shall not be rented or given on lease & license or on care-taker basis by the unit

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owner thereof for transient or hotel purpose, which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) any rental or if the occupants of the unit are provided customary hotel or boarding or lodging or paying guest service other that the forgoing obligations the unit owners of the respective unit shall have the absolute right to lease such unit or give it on lease & license or on care taker basis, provided that said lessee or leave & license or on care taker basis is made subject to the bye-laws in Exhibit B attached hereto.

18. **THAT** if the property subjected to plan of unit ownership is totally or substantially damaged or destroyed the repair, reconstruction or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970.

19. **WHERE** a unit is sold by a mortgage in exercise of his power of sale under an English Mortgage or by a court in execution of decree in a suit brought by a mortgage against the owner of such unit, then neither the mortgage nor the purchaser, who derives title to the unit at such sale or his successors or assigns shall be liable for assessments by the association, which became due prior to the acquisition of title by such acquirer, it being understood that the above shall be constrained to present association of unit owners, from filing & claiming charge for such assessments & enforcing the same as provide by law & that such charge shall be next to such mortgage.

20. **THAT** the manager or board of managers of the association shall obtain & continue in effect, blanket property endurance in forms & amounts, satisfactory to mortgages holding first mortgages covering units, but without being prejudicial to the right of the owner of the unit to obtain individual unit insurance.

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21. **THAT** insurance premium for any blanket insurance coverage shall be a common expenses to be paid by monthly assessment levied by the association of unit owners & then such payment shall be held in a separate account of the association & used solely for the payment of the blanket property insurance premiums when the premium become due.

**IN WITNESSES WHEREOF** the Grantor has set it's respective hands hereto & executed this **DEED OF DECLARATION** on the day, month, & year first above mentioned in presence of the witnesses.

**SIGNED AND DELIVERED** by the within )
Named, **GRANTOR** )
**M/S RADHA MADHAV DEVELOPERS** )
THROUGH ITS AUTHORIZED PARTNER )
**SHRI RAJESH N. AGRAWAL** )
In the presence of attesting witnesses )



**RADHA MADHAV DEVELOPERS**

**PARTNER**

**WITNESSES**

1.

2.

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## EXHIBIT - B

## BYE LAWS OF

## "NAND OWNER'S ASSOCIATION"

**1. SHORT TITLE APPLICATION:**

These byelaws may be called the byelaws of **NAND OWNERS ASSOCIATION** standing on portion of 14,720.571 Sq. Mtrs. on the northern portion of all that piece & parcel of land bearing Plot No. 7, comprising out of Survey No. 248, 257/2, 258/1-G & 258/1-K, 258/2, P.H. No. 42, admeasuring about 18,334.014 Sq. Mtrs. of Mouza Jamtha, situated at Jamtha, Tahsil Nagpur (Rural) & District Nagpur. The provisions of these bye-laws shall apply to **NAND OWNERS ASSOCIATION**.

All present or future owners, tenants, future tenants, or their employees or any other person that might use the facilities of scheme in any manner, are subject to the regulations set forth in these bye-laws. The more acquisition or rental or taking on license of any of the family units (hereinafter referred to as "**Row Houses & Apartments**") of the scheme 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 byelaws, unless the context requires otherwise: -

(a) **"ACT"** means Maharashtra Apartment Ownership Act, 1970.

(b) **"ASSOCIATION"** means that Association of all the Row Houses & Apartments owners constituted by such owners for the purpose of having apartment in **"NAND OWNERS ASSOCIATION"**

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(c) **"BOARD"** means a Board of Managers consisting of 3 members all of whom shall be ownership of the row house/s in the **NAND OWNERS ASSOCIATION.**

(d) **"BUILDING"** means building located or to be located at portion of 14,720.571 Sq. Mtrs. on the northern portion of all that piece & parcel of land bearing Plot No. 7, comprising out of Survey No. 248, 257/2, 258/1-G & 258/1-K, 258/2 P.H. No. 42, admeasuring about 18,334.014 Sq. Mtrs. of Mouza Jamtha, situated at Jamtha, Tahsil Nagpur (Rural) & District Nagpur, & the **NAND** include the land forming part thereof.

(e) **"DECLARATION"** means the Declaration that the sole owner of the building has executed & registered as provided in Section 2 of the Act.

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

(g) **"OWNER"** means the person owning an row house/s in the scheme known & styled as **NAND.**

(h) **"SECTION"** means a section of the Act.

(i) **"UNIT"** means one row house in the scheme known & styled as **NAND.**

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

3. **OWNERSHIP:**

The scheme located at portion of 14,720.571 Sq. Mtrs. on the northern portion of all that piece & parcel of land bearing Plot No. 7, comprising out of Survey No. 248, 257/2, 258/1-G & 258/1-K, 258/2, P.H. No. 42, admeasuring about 18,334.014 Sq. Mtrs. of Mouza Jamtha, situated at Jamtha, Tahsil Nagpur (Rural) &

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District Nagpur, known & styled as NAND is submitted to the Provisions of the Act.

4. **OBJECTS OF ASSOCIATION:**

(a) The objects of the Association shall be to be & to act as the Association of scheme owners of the building called **NAND** (hereinafter called '**THE SAID SCHEME**') who have filed their respective declarations submitting their row house/s & apartments to the provisions of the Act.

(b) To invest or deposit money.

(c) To provide for the maintenance, repairs & replacement of the common areas & facilities by contributions from the Row Houses & Apartments owners, & if necessary by raising loans for that purposes.

(d) To retain & rent or license if possible suitable portion of the common areas to outsiders for commercial purposes excluding the terrace, which is in the exclusive ownership of the Grantors & to distribute the common profits left after deducting the common expenses amongst the Row Houses & Apartments owners as common profits or accumulate the same for building up reserve fund.

(e) To provide for & do all & any of the matters provided in the Sub-Section 2 of Section 16.

(f) To advance with the consent of Row Houses & Apartments owners any short term loans, to any Row Houses & Apartments owner in case of any emergent necessity, & to provide for the repayment thereof in lump sum or in installments.

(g) To establish & carry on, on its own account or jointly with Individuals on Institution's education, educational, physical, social & recreational, activities for the benefits of the row house.

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(h) To frame rules, with the approval of the general meeting of the Association & after consulting the competent authority & may establish a provident fund & gratuity fund if necessary, for the benefit of the employees of the Association.

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

(j) The Association shall not act beyond the scope of its objects without duly amending the provisions of these bye-laws for the purposes.

**5. <u>MEMBERS OF ASSOCIATION</u>:**

i. All persons who have purchased row house/s in the **NAND OWNERS ASSOCIATION'S** building & executed respective declaration under Section 5 submitting their Row Houses & Apartments to provisions of the act shall automatically be the members of the Association & shall pay the sum of One Hundred Rupee as entrance fee & may purchase at least one share of the face value of Rs. 100/- each. Each row house owners shall receive copy of the byelaws on payment of hundred rupees.

ii. Upon any row house owners selling his/her apartment absolutely conveying the same by way of gift under his/her will or otherwise the purchaser or done shall automatically become a member on payment of the entrance fee of One Hundred Rupee. The share held by a row house owner shall be transferred to the name of such purchaser or done on payment of One Hundred Rupee of the Association.

iii. On the death of an row house owners, his/her apartment shall be transferred to the person who the bequeaths the same by his/her will, or to legal representative to his/her estate in case he/she has not made any specific bequests of the row house/s. The name of the legatee or the names of

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the legal representatives jointly shall be entered in the Registrar of Row Houses & Apartments Owners maintained by the secretary for the purpose of administration of the NAND OWNERS ASSOCIATION, as row house owners. Where any legatee is a minor, the row house owners shall be entitled to appoint a guardian of such minor.

**6. JOINT ROW HOUSE AND/OR APARTMENT OWNERS:**

Where an row house &/or apartment has been purchased by two or more persons jointly they shall be jointly entitled to the row house & the shares 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 owner must hold at least one share of the association (Joint apartment owners holding the shares jointly).

**8. DISQUALIFICATION:**

No row house & apartment owners shall be entitled to vote on the question of the election of members of the board or the President, Secretary, Treasurer or any other office bearer or be entitled to stand for election to such office if he is an arrears on the last day of the year in respect of his/her contribution for the common expenses in Association for more than 60 days.

**9. VOTING, QUORUM & PROXIES :**

(a) **VOTING:** Voting shall be on a percentage basis & the percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or units in this Declaration.

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(b) **QUORUM**: Except as otherwise provided in these byelaws, the presence in person of a Majority of owners shall constitute a quorum.

(c) **VOTES TO BE CASE IN PERSON**: Votes shall be cast in person only.

**10. <u>ADMINISTRATION</u>:**

(a) **POWERS & DUTIES OF ASSOCIATION:**

The Association will have responsibility of administrating the **NAND OWNERS ASSOCIATION**, approving the Annual Budget establishing & collecting monthly assessment & arranging for the management of the Association in an efficient manner, except as otherwise provided resolutions of the Association shall require approval by Majority of owners, casting of votes in person.

(b) **PLACE OF MEETING:**

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

(c) **ANNUAL MEETING:**

The first Annual Meeting of the Association shall be held as per the convenience of row house/s owners. There after the annual meetings of the association shall be held on the same day of each succeeding year. At such meeting there shall be election by ballot of the row house owners a board of Manager in accordance with the requirement of bye-laws 12. The owners may also transact such other business of the association as may properly come before them.

(d) **SPECIAL MEETING:**

It shall be the duty of the President to call a special meeting of the row house owners as directed by a resolution of the board or upon a petition signed by a majority of the owners & having been presented to the Secretary or at the request of the Housing

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Commissioner or as the case may be the Registrar or any officer duly authorized by him in this behalf. The notice of special meeting shall state the time & place of such meeting & the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of four fifth of the owners present in person.

(e) **NOTICE OF MEETING:**

It shall be the duty of the Secretary to mail or sent a notice of each annual or special meeting stating the purpose thereof as well as the time & place where it is to be held to each row house owner, at least 2 but not more than 7 days prior to such meeting the mailing or sending the notice in the manner provided in this bye-laws shall be considered as notice served. Notices of all meeting shall be mailed or sent to the Housing Commissioner as the case may be by Registrar.

(e) **ADJOURNED MEETING:**

If any meeting of owners cannot be organized because of 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 to be held. It shall be held that the owners present in person being not less that two shall from the quorum.

**(f) ORDER OF BUSINESS:**

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

(a) Roll call;

(b) Proof of notice of meeting or waiver of notice;

(c) Reading of minutes of proceeding meeting;

(d) Reports of officers;

(e) Report of Housing Commissioner, or the registrar or the officer duly authorized by them;

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