

- (B) THAT the proportionate representations for voting purposes as provided in (A) hereof may be limited in accordance with the provisions of Bye-laws attached hereto as EXHIBIT-B
- (C) Apartment(s) and the percentage of undivided interest in the Common/Restricted areas and facilities appertaining to the Apartments are not encumbered in any manner whatsoever on the date of this Declaration.

SEVENTH: THAT, the administration of the "DURVANG VASANT IMPERIAL" consisting as aforesaid of the building and parcel of the 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 part of this Deed and are attached hereto as the Exhibit-B.

EIGHTH: THAT, as appears above a Plan of Apartment Ownership is hereby constituted under and subject to the provisions of The Maharashtra Apartment Ownership Act, 1970 so that the Family Units on Upper Floors are conveyed or 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 the receptive family unit and in addition, the specified undivided interest in the Common/Restricted areas and facilities.

NINTH: THAT for the purposes of Stamp Duty and Registration Fees to be imposed on the Registration of this DEED in the Registration of Declaration and Deeds of Apartment Under Section 13(5) the value of "DURVANG VASANT IMPERIAL" is distributed as follows:-

- (A) Parcel of land described in Paragraph FIRST above is valued as per sale deed.
- (B) The cost of the aforesaid Multistoried building shall be evaluated after completion of the said Building.

TENTH: THAT, so long as the Grantors own 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 Grantors covenants to take no action which will adversely affect 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 "DURVANG VASANT IMPERIAL".

ELEVENTH: THAT, the General common/restricted Areas and Facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

TWELVETH: 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.

THIRTEENTH: THAT, the Undivided interest in the general common/ restricted areas and facilities shall not be separated from the Family Unit to which it appertains and shall be deemed conveyed or encumbered with the unit though such interest is not expressly mentioned or described in the conveyance or other instrument.



FOURTEENTH: 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, resolutions, shall be ground for an action to recover sums due for damages or for injunctive relief.

FIFTEENTH: 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.

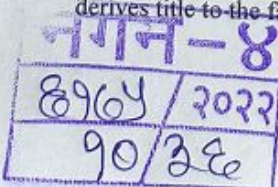
SIXTEENTH: THAT, no Apartment Owner of a family unit may exempt himself/herself from liability for his/her contribution towards the common expenses by waiver of the use or enjoyment of any of the General common/Restricted Areas and Facilities or by the abandonment of his family unit.

SEVENTEENTH: 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 unpaid on a first mortgage of the apartment.

EIGHTEENTH: 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 this 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 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 units shall have the absolute right to leases such unit or give it and leave and license or caretaker basis provided that the said leases or leave and license or caretaker basis in this Declaration and further subject to the bye-laws in EXHIBIT -B attached hereto.

NINETEENTH: THAT, if the property subject to the plan of Apartment Ownership is totally or substantially damaged or destroyed, the repairs reconstruction, or disposition or the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970.

TWENTIETH : THAT, were 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/S** who derives title to the family unit at such sale or his successors or assigns shall be liable for assessments



(9)

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.

TWENTY FIRST: THAT in a voluntary conveyance of a family unit the Grantee of the Unit shall be jointly and severally liable with the Grantors for all unpaid assessments by the Association of Apartment Owners against the letter for his share of the common expenses upto the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantors the amounts paid by the grantee thereof. However, any such grantee shall be entitled to a statement from the Manager or Board of Managers of the Association, as the case may be, setting forth the amount of the unpaid assessments against the Grantors due to the Association and such grantee shall not be liable for, nor shall the family unit conveyed by subject to a charge for, any unpaid assessments made by the Association of Apartment Owner against the Grantors in excess of the amount thereon, set forth.

TWENTY SECOND : THAT the Manager or Board of Managers of the Association shall obtain and continue in effect blanket property insurance in form and amount satisfactory to mortgages holding first mortgages covering family units but without prejudice to the right of the owners of a family unit to obtain individual unit insurance.

TWENTY THIRD : THAT the insurance premium for any blanket insurance coverage shall be a 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.

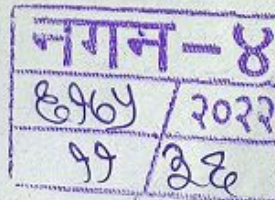
IN WITNESS WHEREOF THE GRANTOR HEREIN ABOVE NAMED HAVE HERE TO SET HIS HANDS AND SIGNED THIS DEED OF DECLARATION AT NAGPUR ON 23rd DAY OF JUNE, 2022 IN PRESENCE OF ATTESTING WITNESSES.



**M/s PINNACLE CONSTRUCTION, A
PROPRIETARY FIRM THROUGH ITS
PROPRIETOR**

P. Kolhe

**Mr. PANKAJ RAMKRUSHNA KOLHE.
(GRANTOR/OWNER)**

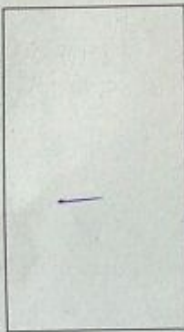
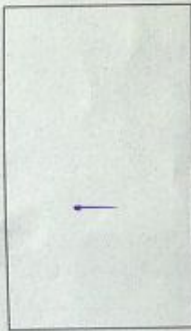


WITNESSES :-



Nharmare

(Hilish Deorao Dharmare)
WITNESS NO. 1



Rehpade

(AMIT P. REHPADE ADVOCATE)
WITNESS NO. 2

8964 2022
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EXHIBIT - B
BYE-LAWS OF THE "DURVANG VASANT IMPERIAL"

CHAPTER - I

1. SHORT TITLE AND APPLICATION :

- (i) These Bye-laws may be called the Bye-Laws of "DURVANG VASANT IMPERIAL".
- (ii) The provisions of these Bye-laws apply to the "DURVANG VASANT IMPERIAL".

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 of licence 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-laws are accepted, ratified and will be complied with.

2. DEFINATIONS :

- (I) In these Bye-law, unless the context required 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 "DURVANG VASANT IMPERIAL".
 - (c) 'BOARD' means a Board of Managers consisting of FIVE persons all of whom shall be owners of Apartment in the "DURVANG VASANT IMPERIAL".
 - (d) 'BUILDING' means the Building located at : ALL THAT piece and parcel of land bearing Amalgamated PLOT Nos. 20, 21, 22, 23, 24, 25, 26, 27, 28 & 29, having total regularized area admeasuring about 1365.448 Sq. Mtrs. (14697.68 Sq. Fts.) in the layout of the New Lok-Kalyan Co-Operative Housing Society Ltd., Nagpur being a portion of Khasra No. 70/1, of MOUZA - SOMALWADA, situated at SOMALWADA, City Survey No. 525, SHEET No. 696, Corporation House No. 3486/20 to 3486/29, WARD No. 15, within the limits of Nagpur Municipal Corporation and Nagpur Improvement Trust, Nagpur, Tahsil & District - Nagpur.
 - (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'h olding 51 percent of the votes in accordance with the percentage assigned in the Declaration.
 - (g) 'OWNERS' OR 'APARTMENT OWNERS' means the person owing an Apartment in the "DURVANG VASANT IMPERIAL".
 - (h) 'SECTION' means a Section of the Act.
 - (i) 'UNIT' means a Family Unit in the "DURVANG VASANT IMPERIAL".

