



Wednesday, March 29, 2017
3:54 PM

पावती

Original/Duplicate

नोंदणी क्र. :39म

Regn.:39M

पावती क्र.: 2461 दिनांक: 29/03/2017

गावाचे नाव: देवपूर धुळे नगरपालीका क्षेत्र

दस्तऐवजाचा अनुक्रमांक: दलन1-1197-2017

दस्तऐवजाचा प्रकार : घोषणापत्र

सादर करणाऱ्याचे नाव: श्री पराग सुभाष अहिरे रा.देवपूर,धुळे --

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 1000.00

पृष्ठांची संख्या: 50

एकूण:

रु. 1100.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे

4:11 PM ह्या वेळेस मिळेल.

Sub Registrar Dhule 1

बाजार मूल्य: रु.0/-

मोबदला रु.1/-

भरलेले मुद्रांक शुल्क : रु. 100/-

1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-

2) देयकाचा प्रकार: By Cash रक्कम: रु 1000/-



03/2017

सूची क्र.2

दुय्यम निबंधक : दु.नि. धुळे 1

दस्त क्रमांक : 1197/2017

नोंदणी :

Regn:63m

गावाचे नाव : 1) देवपूर धुळे नगरपालीका क्षेत्र

1) विलेखाचा प्रकार

घोषणापत्र

2) मोबदला

1

3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)

0

(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

1) पालिकेचे नाव: ठा. न. पा. इतर वर्णन : इतर माहिती : मा. जे. देवपूर येथील स. नं. 8 & 14/2 पैकी प्लॉट नं. 12 चे क्षेत्र 557.41 चौ. मी. याम. मिटी सर्व्हे नंबर 4780/12 चे क्षेत्र 487.7 चौ. मी. सत्ताप्रकार क. यावर हिरादिप अपार्टमेंट बांधण्यात येत असून त्यामधील वेसमेंट हाउस हा. लेड स्टा. अरेज मधील गाळा नं. 1 ते 5 चे प्रत्येकी क्षेत्र 9.68 चौ. मी. कारपेट एरीया स्टिल्ट ग्राउंड प्ला. अरेजरील गाळा नं. 6 ते 10 चे प्रत्येकी क्षेत्र 9.68 चौ. मी. कारपेट एरीया स्टिल्ट ग्राउंड प्ला. अरेजरील सदनिका क्र. 1 चे क्षेत्र 29.50 चौ. मी. कारपेट एरीया सदनिका क्र. 2 चे क्षेत्र 29.50 चौ. मी. कारपेट एरीया सदनिका क्र. 3 चे क्षेत्र 29.50 चौ. मी. कारपेट एरीया सदनिका क्र. 4 चे क्षेत्र 29.50 चौ. मी. कारपेट एरीया फर्स्ट प्ला. अरेजरील सदनिका क्र. 5 चे क्षेत्र 29.50 चौ. मी. कारपेट एरीया सदनिका क्र. 6 चे क्षेत्र 29.50 चौ. मी. कारपेट एरीया सदनिका क्र. 7 चे क्षेत्र 29.50 चौ. मी. कारपेट एरीया सदनिका क्र. 8 चे क्षेत्र 29.50 चौ. मी. कारपेट एरीया सेकंड प्ला. अरेजरील सदनिका क्र. 9 चे क्षेत्र 29.50 चौ. मी. कारपेट एरीया सदनिका क्र. 10 चे क्षेत्र 29.50 चौ. मी. कारपेट एरीया सदनिका क्र. 11 चे क्षेत्र 29.50 चौ. मी. कारपेट एरीया सदनिका क्र. 12 चे क्षेत्र 29.50 चौ. मी. कारपेट एरीया थर्ड प्ला. अरेजरील सदनिका क्र. 13 चे क्षेत्र 29.50 चौ. मी. कारपेट एरीया सदनिका क्र. 14 चे क्षेत्र 29.50 चौ. मी. कारपेट एरीया सदनिका क्र. 15 चे क्षेत्र 29.50 चौ. मी. कारपेट एरीया सदनिका क्र. 16 चे क्षेत्र 29.50 चौ. मी. कारपेट एरीया ((Survey Number : 8 & 14/2 ;))

(5) क्षेत्रफळ

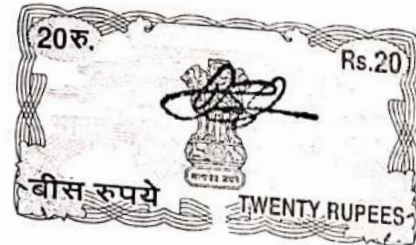
1) 557.41 चौ. मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.

1): नाव:- श्री पराग मुभाप अहिरे रा. देवपूर, धुळे - - वय:- 40; पत्ता:- प्लॉट नं. -, माळा नं. -, इमारतीचे नाव:-, बॉक नं. -, रोड नं. -, महाराष्ट्र, धुळे. पिन कोड:- 424001 पॅन नं.:-

(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.



(9) दस्तऐवज करून दिल्याचा दिनांक 29/03/2017

(10) दस्त नोंदणी केल्याचा दिनांक 29/03/2017

(11) अनुक्रमांक, खंड व पृष्ठ 1197/2017

(12) बाजारभावाप्रमाण मूद्रांक शुल्क 100

(13) बाजारभावाप्रमाण नोंदणी शुल्क 100

(14) शेरा

अतिरिक्त नमुदना कर

नमूदना कर 1197/2017-2018-19

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारानुसार आवश्यक नाही



महाराष्ट्र MAHARASHTRA

2015

PD 310979

वि.न :- 206

नाव :- श्री पराग सुभाष अहिरे

हस्ते :- स्वतः

ता. 28/03/2017

रा. धुळे

ला. वेंडर धुळे

सुनिल तुकाराम भडागे

प.क्र. 23/2000



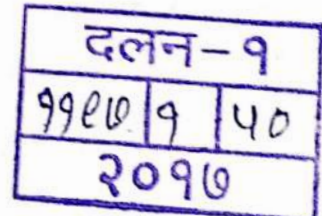
DEED OF DECLARATION

HIRADEEP APPARTMENT

THIS DECLARATION is made at DHULE this 28th day of March 2017 by

Shri PARAG SUBHASH AHIRE

Age 40 years Business
residing at Deopur Dhule
Tal & Dist Dhule



hereinafter for brevity's sake referred to as the "Grantors" and who are fully empowered and qualified to execute this Deed do hereby state as follows:

1. That the Grantors won the following land situated at Deopur Taluka & Dist Dhule, which is more particularly described in the Schedule hereunder written.

विक्री पावती

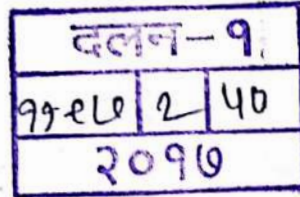
वि.नं. 306 तारीख 20/3/2017

नांव पराग रमण काहीरे रा. धुळे
हस्ते

यांना जनरल स्टॅम्प रुपये 904 चे नगद रोख विक्री केले.

आकार x नग = किंमत	जनरल स्टॅम्प नंबर
90000 x =	
9000 x =	
9000 x =	
900 x =	
900 x 9 = 904	
एकूण x 9 = 904	

ला.वेंडर, धुळे
श्री सुनिल तुकाराम भडाणे
प.क. 23/2000



जोडपत्र-2 /

दस्ताचा प्रकार / अनुच्छेद क्रमांक	वि.नं. 306
दस्त नोंदणी करणार आहे का ?	होय
नोंदणी होणार असल्यास दुय्यम निबंधक कार्यालयाचे नांव	धुळे - 9
मिळकतीचे वर्णन	ख. 1. 8 व 12
मोबदला रक्कम	—
मुद्रांक विकत घेणा-याचे नांव	पराग रमण काहीरे
दुस-या पक्षकराचे नांव	—
हस्ते असल्यास नांव व पत्ता	—
मुद्रांक शुल्क रक्कम	900
मुद्रांक विक्री नोंद वही अनुक्रमांक / दिनांक	99 20/3/17 / 306
मुद्रांक विकत घेणा-याची सही	
परवानाधारक मुद्रांक विकत्याची सही व परवाना क्रमांक तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता -	श्री 43 23/2000 धुळे



THE SCHEDULE ABOVE REFERRED TO

(Description fo the property)

Situated at Deopur Taluka & Dist Dhule, in the well known area famous as in Dhule Muncpal Corporation Limits, bearing Plot No.12 out of Survey no.8 & 14/2 adm.487.60 sq.mtr as per CTS and 557.41 sq mtr as per 7/12 .

Land bearing Survey no.8 & 14/2 is converted into non-agriculture residential purpose by the order of Ho'ble Collector Dhule bearin order No. CTS-1857-3049 Dhule dated 03-09-1957

According to M.E. No. 31091 and 29694 that Mr. PARAG SUBHASH AHIRE , has purchased that of Plot No.12 out of S.No.8 & 14/2 adm.487.60 sq.mtr as per CTS and 557.41 sq mtr as per 7/12 situated at Deopur ,Dhule From DEELIPRAO MANGAJI CHAUDHARI the said M.E. No. 31091 and 29694 is effected on.

Thus now Mr. Parag Subhash Ahire are the quaowners of the Plot No.12 out of S.No.8 & 14/2 admeasuring 487.60 sq.mtr as per CTS and 557.41 sq mtr as per 7/12 situated at Deopur Dhule.

After that the Mr. Parag Subhash Ahire owners of the said land constructing the residential apartment on the said land i.e.on Plot No.12 in the name and style as "HIRADEEP APPARTMENT"

2. That the Grantor have constructed on the parcel of land described above a building known as "HIRADEEP APPARTMENT" according to the plans attached hereto as Exhibit 'A' which was approved by the Dhule Muncpal Corporation, Dhule on Dt.25-03-2017 and which are made a part hereof. The postal address of the building is Plot No.12,Jaihind Colony,Deopur,Dhule.

3. The said building consists of a ground and 3 upper floors.The said Apartment is for residential purposes only are all capable of individual utilization on account of having their won exit to a common area and facilities of the Building and the Apartmnet will be sold to one or more owners each owner obtaining a particular and exclusive property within the meaning of any law for the time being in force in the State (hereinafter referred to as "family unit") and also an undivided interest in the general and / or resticted common areas and facilities of the building, as listed hereinafter in this Dee.Necessary for their adequate use and enjoyment and hereinafter referred to as "general and / or restricted common areas and facilities", all of the above in accordance with the Maharashtra Apartment Ownership act,1970.

4. That the aforesaid building has a total area, total built up area,FSI,TDRS,Area for each family Units,General and / or restricted area and Common area and facilities are as per the plan attached herewith marked as Esh.A

1.	Area of Plot-	487.60 sq.mtr.
2.	Deductions -	Not Applicable
3.	Net Area -	682.272 sq.mtr.
4.	FSI permissible-	1.4
5.	Total Floor Area -	682.272 sq.mtr.

दलन-९		
११११०	३	४०
२०१०		



6.	Total Area For Basement House Hold Storage -	54.42 sq.mtr.
7.	Total Stilt Ground Floor Area For Commercial -	54.42 sq.mtr.
8.	Total Stilt Ground Floor For Residential -	156.962 sq.mtr.
9.	Total First Floor Area -	156.962 sq.mtr.
10.	Total Second Floor Area-	156.962 sq.mtr.
11.	Total Third Floor Area-	156.962 sq.mtr.
12.	Total Parking provided -	315.897 sq.mtr.
13.	Area of Stair Case -	8.1 sq.mtr.
14.	Area of Lift -	1.8 sq.mtr.per floor
15.	Floor Area -	
A.	Total Area For Basement House Hold Storage -	54.42 sq.mtr.
B.	Total Stilt Ground Floor Area For Commercial -	54.42 sq.mtr.
C.	Total Stilt Ground Floor For Residential -	156.962 sq.mtr.
D.	Total First Floor Area -	156.962 sq.mtr.
E.	Total Second Floor Area-	156.962 sq.mtr.
F.	Total Third Floor Area-	156.962 sq.mtr.

- 1) **Basement House Hold Storage**
Shop No.1 To 5 **2.98 m.x 3.25 m. Per Shop**

Total Carpate Area **9.68 sq.mtr.**

- 2) **Stilt Ground Floor Area For Commercial Shop**
Shop No. 6 To 10 **2.98 m.x 3.25 m. Per Shop**

Total Carpate Area **9.68 sq.mtr.**

- 3) **Stilt Ground Floor For Residential**
Flat No.1

Hall	2.88 m.x 2.90 m.
Kitchen	2.38 m.x 2.58 m.
Store room	2.56 m.x 1.58 m.
Bedroom	2.20 m.x 2.83 m.
Toilet	1.98 m.x 1.10 m.

Total Carpate Area **29.50 sq.mtr.**

Flat No.2

Hall	2.88 m.x 2.90 m.
Kitchen	2.38 m.x 2.58 m.
Store room	2.56 m.x 1.58 m.
Bedroom	2.20 m.x 2.83 m.
Toilet	1.98 m.x 1.10 m.

Total Carpate Area **29.50 sq.mtr.**

तलम-१		
११६६	४	४०
२०१७		



Flat No.3	
Hall	2.88 m.x 2.90 m.
Kitchen	2.38 m.x 2.58 m.
Store room	2.56 m.x 1.58 m.
Bedroom	2.20 m.x 2.83 m.
Toilet	1.98 m.x 1.10 m.

Total Carpate Area 29.50 sq.mtr.

Flat No.4	
Hall	2.88 m.x 2.90 m.
Kitchen	2.38 m.x 2.58 m.
Store room	2.56 m.x 1.58 m.
Bedroom	2.20 m.x 2.83 m.
Toilet	1.98 m.x 1.10 m.

Total Carpate Area 29.50 sq.mtr.

2) First Floor Flat

Flat No.5	
Hall	2.88 m.x 2.90 m.
Kitchen	2.38 m.x 2.58 m.
Store room	2.56 m.x 1.58 m.
Bedroom	2.20 m.x 2.83 m.
Toilet	1.98 m.x 1.10 m.

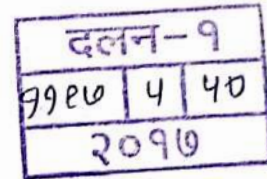
Total Carpate Area 29.50 sq.mtr.

Flat No.6	
Hall	2.88 m.x 2.90 m.
Kitchen	2.38 m.x 2.58 m.
Store room	2.56 m.x 1.58 m.
Bedroom	2.20 m.x 2.83 m.
Toilet	1.98 m.x 1.10 m.

Total Carpate Area 29.50 sq.mtr.

Flat No.7	
Hall	2.88 m.x 2.90 m.
Kitchen	2.38 m.x 2.58 m.
Store room	2.56 m.x 1.58 m.
Bedroom	2.20 m.x 2.83 m.
Toilet	1.98 m.x 1.10 m.

Total Carpate Area 29.50 sq.mtr.



Flat No.8	
Hall	2.88 m.x 2.90 m.
Kitchen	2.38 m.x 2.58 m.
Store room	2.56 m.x 1.58 m.
Bedroom	2.20 m.x 2.83 m.
Toilet	1.98 m.x 1.10 m.

Total Carpate Area 29.50 sq.mtr.

3) Second Floor

Flat No.9	
Hall	2.88 m.x 2.90 m.
Kitchen	2.38 m.x 2.58 m.
Store room	2.56 m.x 1.58 m.
Bedroom	2.20 m.x 2.83 m.
Toilet	1.98 m.x 1.10 m.

Total Carpate Area 29.50 sq.mtr.

Flat No.10	
Hall	2.88 m.x 2.90 m.
Kitchen	2.38 m.x 2.58 m.
Store room	2.56 m.x 1.58 m.
Bedroom	2.20 m.x 2.83 m.
Toilet	1.98 m.x 1.10 m.

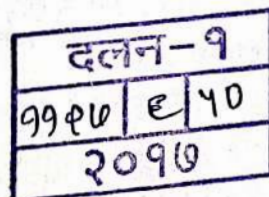
Total Carpate Area 29.50 sq.mtr.

Flat No.11	
Hall	2.88 m.x 2.90 m.
Kitchen	2.38 m.x 2.58 m.
Store room	2.56 m.x 1.58 m.
Bedroom	2.20 m.x 2.83 m.
Toilet	1.98 m.x 1.10 m.

Total Carpate Area 29.50 sq.mtr.

Flat No.12	
Hall	2.88 m.x 2.90 m.
Kitchen	2.38 m.x 2.58 m.
Store room	2.56 m.x 1.58 m.
Bedroom	2.20 m.x 2.83 m.
Toilet	1.98 m.x 1.10 m.

Total Carpate Area 29.50 sq.mtr.



3)Third Floor

Flat No.13

Hall	2.88 m.x 2.90 m.
Kitchen	2.38 m.x 2.58 m.
Store room	2.56 m.x 1.58 m.
Bedroom	2.20 m.x 2.83 m.
Toilet	1.98 m.x 1.10 m.

Total Carpate Area 29.50 sq.mtr.

Flat No.14

Hall	2.88 m.x 2.90 m.
Kitchen	2.38 m.x 2.58 m.
Store room	2.56 m.x 1.58 m.
Bedroom	2.20 m.x 2.83 m.
Toilet	1.98 m.x 1.10 m.

Total Carpate Area 29.50 sq.mtr.

Flat No.15

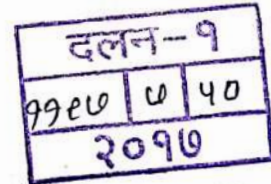
Hall	2.88 m.x 2.90 m.
Kitchen	2.38 m.x 2.58 m.
Store room	2.56 m.x 1.58 m.
Bedroom	2.20 m.x 2.83 m.
Toilet	1.98 m.x 1.10 m.

Total Carpate Area 29.50 sq.mtr.

Flat No.16

Hall	2.88 m.x 2.90 m.
Kitchen	2.38 m.x 2.58 m.
Store room	2.56 m.x 1.58 m.
Bedroom	2.20 m.x 2.83 m.
Toilet	1.98 m.x 1.10 m.

Total Carpate Area 29.50 sq.mtr.



5. That this Condominium shall be known as Hiradeep Apartment Condominium and that the family units, and common areas and facilities of the building will be as follows:

(1) Family units : In each of the Ground floors in the side building there are 2 family units as mentioned below. Entire building shall consist of 16 residential units. These family units are numbered as under:

Stilt Ground Floor	:	1 to 4
First Floor	:	5 to 8
Second Floor	:	9 to 12
Third Floor	:	13 to 16

The proportionate share in the common areas and facilities of the Apartment is given in the Schedule hereto annexed and marked annexure A in the plan.

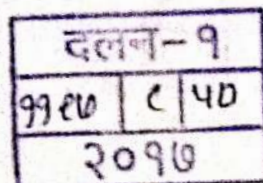
Each family unit is equipped with water connections and electrical wiring. The family units are described as per plan. The measures of a family units include all the outside walls and one half of the brick partition but excluding bearing walls.

Each family unit is an apartment having an area and shape as specifically shown in Exhibit 'A' (Colly) to the Declaration. The boundaries of each family unit are as per the said plan thereof here to annexed as Exhibit 'A'. its main door has access to the corridor of the respective floors.

(2) COMMON AREAS AND FACILITIES

- a) The parcel of land is described in the Schedule of the paragraph First of the Deed.
- b) Parking facilities as shown in Exhibit 'A' attached hereto and consisting of 315.897 sq.mtr.
- c) Stairway area is as per Exhibit 'A' which leads from the ground floor to the 1st floor. 1st floor to 3rd floor and then to terrace.
- d) The lobby which gives access to the units and to the stairway consisting of area is as per Exhibit 'A' on ground and first floors and sq.meters on second and third floors.
- e) Water tank located on the terrace.
- f) Ground water tank with Electric Pump.
- g) Plumbing network throughout the building.
- h) Electrical wiring network throughout the building.
- i) Necessary light and public water connection.
- j) The foundations and main walls. Columns beams and roofs of such buildings as described in the plans which forms part of this deed as Exhibit 'A' (Colly)
- k) Tanks, pumps, motors and in general all apparatus and installation existing for common use.
- l) There are no fire fighting equipment, no compressor ducts, no central air conditioning equipments of heating equipment.
- m) There are constructing the elevator for four person battery backup is facilitated.

6.(a) That right title and interest of each owner of a family unit located on each of the floors in the common area and facilities located in the respective floor and listed under letter(a) to (m) of subparagraph 2 of paragraph 5 and their proportionate share in the profits and common expenses in the said common areas and facilities as well as the proportionate representation for voting purpose in the Meeting of the Association of Apartment Owners of the **Hiradeep Apartment** Condominium is based on the proportionate of each family unit as follows : For each unit holder, there is one vote as 1/10 If one person



obtained 2 units, his voting percentage will count as 2/10 then his voting percentage will count as 3/10, likewise it will be increased as per holding units.

(b) The right, title and interest of each owner of a unit located on each of the upper floors of the said building in the restricted areas and facilities located in the respective floors and listed under item of the said subparagraph 2 of the paragraph 5 and their proportionate share in the profits and common expenses in the said restricted common areas and facilities as well as the proportionate representation for voting purpose with respect to the said restricted common areas and facilities in the meeting of the Association of Apartment Owners of the said **Hiradeep Apartment** Condominium is based in the proportionate unit holding.

c) The proportionate representation for voting purposes provided in (a) and (b) here of may be limited in accordance. With the provisions of the bye-laws attached hereto as Exhibit 'B'.

d) Apartment and the percentage of undivided interest in the common areas and facilities appertaining to the Apartment is not encumbered in any manner whatsoever on the date of declaration.



That the administration of **Hiradeep Apartment** Condominium consisting as aforesaid of the building and parcel of land described in paragraph first and fifth of this deed shall be in accordance with the provisions of the bye-laws which are made a part of this deed and are attached hereto as **Exhibit B**

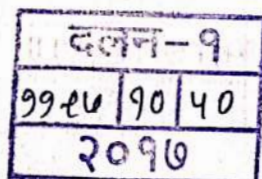
8. That as appears above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 so that the family units of the ground and upper floors may be conveyed and registered as individual properties capable of independent use. On account of each having its own exit to common areas and facilities of building each family unit owner having an exclusive and particular right, title and interest over his respective family unit and in addition to that specified undivided interest in the common areas and facilities and / or restricted common areas and facilities.

9. That for the purpose of stamp duty and registration fees to be imposed on the registration of this deed and in the register of declaration and deeds of apartments under section 13 (5) of the said Act the value of the condominium is distributed as follows:

- a) Parcel of land described in paragraph 1 hereof is valued at Rs.37,64,000/-
- b) The building described in paragraph 2 and 3 thereof is valued at Rs.73,41,225/-

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10. That as long as the Grantors own one or more of the family units the Grantors shall be subject to the provisions of this deed and of Exhibits A and B attached here to and the Grantors covenant 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 of other rights assigned to the association by reason of the establishment of the Hiradeep Apartment condominium.
11. That the general and / or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division there of.
12. That the percentage of each undivided interest in the general and / or restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the apartment owners expressed in an amendment to this duly registered.
13. That the undivided interest in the general and / or restricted common areas and facilities shall not be separated from the family unit to which it appertains and shall be deemed to be conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.
14. That apartment owner shall comply with the provisions of this Deed. The byelaws, decisions and resolutions of the Association of Apartment Owners of its representatives, and failure to comply with any such provisions, decision or resolutions, shall be ground for an action to recover sums, due for damages, or for injunctive relief.
15. 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 mortgagees of any of the units unanimously agree to such revocation, or amendment of removal of the property from the plan by duly registered instruments.
16. 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 and / or restricted common areas and facilities or by the abandonment of his family unit.
17. 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) charge. If any, on the family unit for payment of Government or Municipal taxes or both and (2) all sums unpaid on a first mortgage of the apartment.



18. That all present or future owners, tenants, 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 more acquisition or rental of any of the family units of the building or the more act of occupancy of any of the said units shall signify that the provisions of this Deed are accepted and ratified. The respective family units shall not be rented or given on leave and license or care taker basis by the apartment owners thereof for transient or hotel purposes, 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 family units 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 lease such unit or give it on leave and license or care taker basis provided that the said lease or leave or 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 Exhibit B attached hereto.

19. That if the property, subject to the plan of Apartment 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.

20. 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 a 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 became due prior to the acquisition of title by such purchaser, 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.

21. 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 latter for his share of the common expenses up to the time of the grant of conveyance without prejudice to the grantee's rights to recover from the Grantors the amounts paid by the grantee therefore. 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 be subject to a charge for any unpaid assessments made by the Association of Apartment Owners against the Grantors in excess of the amount therein set forth.

