

पावती क्र.: 8591 दिनांक: 03/10/2018

भावाचे नाव: दसक

दस्तऐवजाचा अनुक्रमांक: नसम2-6532-2018

दस्तऐवजाचा प्रकार: डिक्लेरेशन

सादर करणाऱ्याचे नाव: 1. पिंजय अशोक दासक 2. सुनिष अशोक दासक यांचे निवसनाकर्ता व जेवरस मुखत्यार
मृणुम एन.एस.के. डेव्हलपर्स तर्फे प्रोप्रायटर श्री. धिलेन्द्रकुमार दिलीप मोहबिया

सुद्धाची की

रु. 100.00

दस्तऐवजाची

रु. 1380.00

एकूण रक्कम: 69

एकूण

रु. 1480.00

आपणार मूळ दस्तऐवज मिलाईत आहे

11:35 AM ह्या वेळी मिळाले

Joint Sub Registrar Nashik 2

सह दुय्यम निबंधक कार्या-२

नाशिक-२

वाजार मूल्य: रु. 1/-

गोबदा रु. 1/-

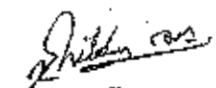
भरवलेले मुद्रांक शुल्क: रु. 100/-

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

2) देयकाचा प्रकार: DMC रक्कम: रु. 1380/-

डीडी/क्षतादेश/थि ऑर्डर क्रमांक: 2909201804582 दिनांक: 29/09/2018

बँकेचे माध्यम व पत्ता:


 दस्त परत मिळाला



महाराष्ट्र MAHARASHTRA

2018

30 AUG 2018

वेकी

120 TC 322569

STPHC

AFO

न.स.क्र. 12300 दि: 1/209 रु. 100
 प्रतिज्ञापन कोणाकडे सावर करावयाचे
 मुद्रांक घेण्याचे नांव: मान प्रसन्न देवदत्त
 दस्त्या प्रकार: इकायरेखण दस्त नोंदणी करणार का-होय/नाही
 दु.नियंत्रक कार्यालय-नाशिक 2/इतर मोबदला
 दुसऱ्या पक्षकाराचे नांव: मोने दमक
 मालक वर्णन: मोने दमक
 रस्त: सल्लिगमोरे
 न.स.क्र. 12300

आर. डी. शिंदे स्टॅम्प वेंडर
 कोर्ट आवारा, नाशिकरोड
 स्थापना नं. 22/98

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 दस्त क्र. (843) 12300
 9/08



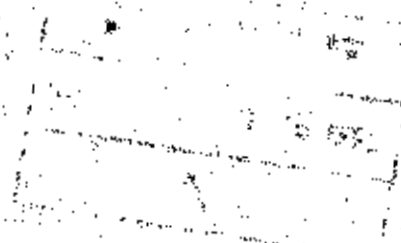
Stamp Rs. 100/-

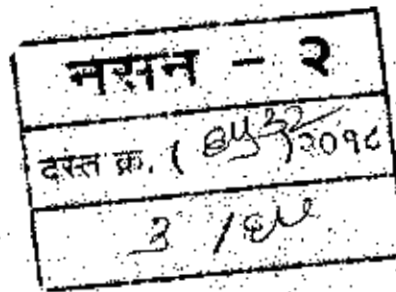
DECLARATION

THIS DECLARATION under the provisions of Maharashtra Apartment Ownership Act, 1970, is made and executed at Nashik Road on this 2nd Day of month of September in the Christian Year Two Thousand Eighteen by the Owners of the land as under.

...2/-

नसाम - २
दस्ता क्र. (८५३३) २०१८
२/८५





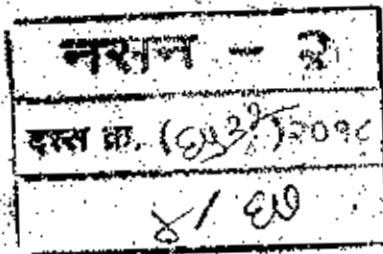
Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN: 2908201804582	Date: 29/09/2018
Received from 1. vijay ashok dhatrik 2. sunil ashok dhatrik yanche viksanakarta v. janrai mukhatyar mhanun n. es. ke. devalpara tarfe proprayatar shri. Khilendrakumar dilip mohbiya, Mobile number 9422261798, an amount of Rs. 1380/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Nashik 2. of the District Nashik.	
Payment Details	
Bank Name: IBKL	Date: 29/09/2018
Bank PIN: 10004152018082903607	REF No.: 184261547
This is computer generated receipt, hence no signature is required.	

Stamp Rs. 100/-

DECLARATION

THIS DECLARATION under the provisions of Maharashtra Apartment Ownership Act, 1970, is made and executed at Nashik Road on this 29th Day of month of September in the Christian Year Two Thousand Eighteen by the Owners of the land as under.

...2/-



BY

1) Shri. Vijay Ashok Dhatrak

Age : 33 Years, Occupation : Business

PAN - AJVPD7208F

2) Shri. Sunil Ashok Dhatrak

Age : 31 Years, Occupation : Business

PAN - AJZPD6408M

Both R/o.: Dhatrak Chawl, Room No. 3,

Behind Vyapari Bank, Jail Road, Nashik Road

Through their Developer & GPA Holder

N.S.K. Developers

Through its Proprietor

Shri. Khilendrakumar Dilip Mohabliya

Age : 31 Years, Occupation : Business

PAN - AQDRM9215C

R/o.: Plot No. 9, Sai Darshan, Janai Nagar,

Canal Road, Dasak, Jail Road, Nashik Road

Here in after referred to as the "GRANTOR"

(Which expression shall unless it be repugnant to the context or meaning thereof, mean and include his legal heirs, representatives, executors, administrators and assignees).

Who are fully empowered and qualified to execute this Deed.

DO HEREBY STATE AND DECLARE AS FOLLOWS :-

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(1) The Grantor/Owner holds the following land.

DESCRIPTION OF PROPERTY :-

All that place and parcel of Non-agricultural plot bearing **Plot No. 35, area admeasuring 951.42 Sq. Mtrs. out of which as per annexed map area admeasuring 471.42 Sq. Mtrs. from and out of Revenue Survey No. 27B/14, City Survey No. 2566 paiki, situated at Village : Dasak, within the limits of Municipal Corporation, Urban agglomeration, Regtn and Sub. Regtn. Tal. & Dist. Nashik and which is bounded as under :-**

- East : Plot No. 35 paiki 180 Sq. Mtrs. area & then Plot No. 36
- West : Plot No. 35 paiki 300 Sq. Mtrs. area & then 30 Ft. Wide Road
- South : Survey No. 27/C/1
- North : 20 Ft. Wide Road

Together with all rights of easements, access, ways, common roads, opens spaces etc. with right of Ownership.

(2) **AND WHEREAS** 1) Shri. Vijay Ashok Dhatrak 2) Shri. Sunil Ashok Dhatrak are absolutely seized & possessed the property and N.S.K. Developers Through Its Proprietor Shri. Khilendrakumar Dilip Mohabiya have acquired development rights of the land bearing **Survey No. 27B/14, Plot No. 35, area admeasuring 951.42 Sq. Mtrs. out of which as per annexed map area admeasuring 471.42 Sq. Mtrs. situated at Village : Dasak, Tal. & Dist. Nashik more particularly described in Para No. (1) here in above.**

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(3) That the Grantor/Shri. Vijay Ashok Dhatrak & Shri. Sunil Ashok Dhatrak have been received the said Plot No. 35 more particularly described hereinabove written in Para No. (1) from Smt. Mhalsabai Bhiva Dhatrak by Registered Gift Deed on 7/1/2014 which is duly registered at the office of Joint Sub-Registrar Class 2 Nashik 2 at Sr. No. 359 Dt. 9/1/2014 and the name of the Shri. Vijay Ashok Dhatrak & Shri. Sunil Ashok Dhatrak are recorded in the record of rights as per Mutation Entry No. 14183. Thus the said Plot is in actual possession of Grantor/ Shri. Vijay Ashok Dhatrak & Shri. Sunil Ashok Dhatrak and they have acquired right, title, interest, ownership in respect of the said plot property and they have every right & authority to deal & dispose off the said plot property as per their own wish.

(4) **AND WHEREAS** 1) Shri. Vijay Ashok Dhatrak 2) Shri. Sunil Ashok Dhatrak have given the said Plot more particularly described in **SCHEDULE-I** hereunder written to N.S.K. Developers Through its Proprietor Shri. Khilendrakumar Dilip Mohabiya for its development under Registered Development Agreement & General Power of Attorney on 24/8/2016 which are duly registered at the office of Sub-Registrar Class 2 Nashik 2 at Sr. No. 5993 & 5994 Dt. 24/8/2016 respectively. Accordingly the name of N.S.K. Developers Through its Proprietor Shri. Khilendrakumar Dilip Mohabiya has been recorded into 7/12 abstract other rights column as per M.E. No. 15580 being the Developer. Thus N.S.K. Developers Through its Proprietor Shri. Khilendrakumar Dilip Mohabiya /

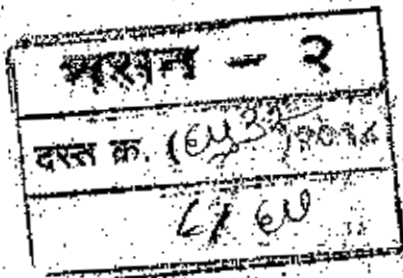
नसल - २
दस्त क्र. (७५३२) २०९८
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Developer acquired the development rights of original land owners and became the GPA Holder of original land owners in respect of the said plot property.

(5) That the Grantor has purchased TDR of 'D' Zone area admeasuring 260.00 Sq. Mtrs. under registered Sale Deed of TDR Dt. 21/5/2015. The said TDR has been purchased by Grantor from Shubhshani Construction Pvt. Ltd. Through its Director Shri. Abhishek Narendra Thakkar under registered Sale Deed which is registered at the Office of Joint Sub Registrar Class 2 Nashik 1 at Sr. No. 4603 Dt. 21/5/2015.

(6) The Grantor has constructed the Residential Apartment known as **DHATRAK HEIGHTS APARTMENT B-WING** on the said plot property. The said property is from & out of approved layout the said layout is approved & and sanctioned by Assistant Director of Town Planning Jalgaon vide their Letter Outward No. D.V./N.S.K./1357 Dt. 19/6/1973. The said property is converted in Non Agricultural Use as per the Order of Collector of Nashik as per their order No. LND/II/1066/73 Dt. 26/7/1973. The Grantor has prepared the building plan for Residential purpose by his Architect and has obtained the Building Permission i.e. Commencement Certificate from Nashik Municipal Corporation vide letter No. LND/BP/C-4 /14/369 Dt. 18/5/2016. The said building plan is sanctioned in accordance with TDR area admeasuring 260.00 Sq. Mtrs. Accordingly Construction work has been completed as per approved building plan & Nashik Municipal Corporation have



Issued Completion Certificate vide their letter Outward No./
NaRaVI/Nasik Road/21310/15942 Dt. 15/2/2018.

The Postal Address of the Apartment is as under :

DHATRAK HEIGHTS APARTMENT B-WING

Village : Dasak,

Navrang Colony, Behind Vyapari Bank,

Jail Road, Nashik Road, Tal. & Dist. Nashik

(7) That the said Constructed **DHATRAK HEIGHTS APARTMENT B-WING** consists of Ground Floor (Parking), Stilt, Stilt First, Stilt Second & Stilt Third Floor for the use and occupation for Residential Purpose as per the sanctioned plan. All are capable of Individual utilization having own exit to a common area and facility of the said Apartment. The Residential Family Units of the apartment will be sold to one or more owners each obtaining a particular and exclusive property right there to and each apartment unit constituting a heritable and transferable immovable property within the meaning of any law for the time being in force in State (Here in after referred to as **Family Unit**) and also undivided interest in common area and the facility of the said building as listed here in after in this Deed of Declaration, necessary for its adequate use and enjoyment and here in after referred to as '**COMMON AREAS AND FACILITY**'. All of above in accordance with the provisions of Maharashtra Apartment Ownership Act, 1970.

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दस्त क्र. (६५३२) २०१८
९/६६



(8) That the aforesaid building i.e. **DHATRAK HEIGHTS APARTMENT B-WING** has total constructed area is 900.06 Sq. Mtrs. Carpet i.e. 1142.64 Sq. Mtrs. Built up.

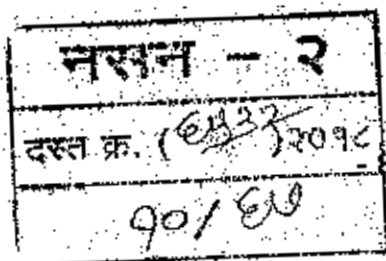
(9) That the said building has been constructed by Owner/ Grantor and known as **DHATRAK HEIGHTS APARTMENT B-WING** and that the Family Units and Common Areas & Facilities of the building shall be as follows:-

(i) The Building shall consist of Ground Floor (Parking), Stilt Floor, Stilt First, Stilt Second & Stilt Third Floor having 16 (Sixteen) Family Units. The said Family Units are numbered from 1, 2, 3 & 4 for Stilt Floor and those for Stilt First Floor will be numbered as 5, 6, 7 & 8 and those for Stilt Second Floor will be numbered as 9, 10, 11 & 12 and those for Stilt Third Floor will be numbered as 13, 14, 15 & 16 respectively. The each Family Unit is described as here in below :-

STILT FLOOR

The Family Unit No. 1, area admeasuring 73.69 Sq. Mtrs. Built-up i.e. 56.26 Sq. Mtrs. Carpet on Stilt Floor comprising Rooms + Kitchen, W.C. Bath, windows, doors, panels, electricity, water fittings, partition walls in between rooms.

The Family Unit No. 2, area admeasuring 74.62 Sq. Mtrs. Built-up i.e. 56.93 Sq. Mtrs. Carpet on Stilt Floor comprising Rooms + Kitchen, W.C. Bath, windows, doors, panels, electricity, water fittings, partition walls in between rooms.



The Family Unit No. 3, area admeasuring 74.62 Sq. Mtrs. Built-up i.e. 56.93 Sq. Mtrs. Carpet on Stilt Floor comprising Rooms + Kitchen, W.C. Bath, windows, doors, panels, electricity, water fittings, partition walls in between rooms.

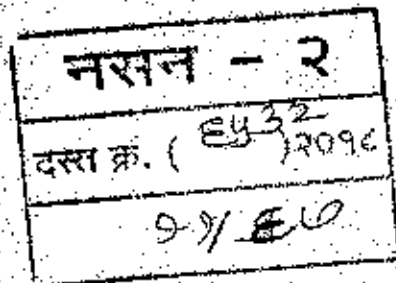
The Family Unit No. 4, area admeasuring 73.69 Sq. Mtrs. Built-up i.e. 56.26 Sq. Mtrs. Carpet on Stilt Floor comprising Rooms + Kitchen, W.C. Bath, windows, doors, panels, electricity, water fittings, partition walls in between rooms.

STILT FIRST FLOOR

The Family Unit No. 5, area admeasuring 73.69 Sq. Mtrs. Built-up i.e. 56.26 Sq. Mtrs. Carpet on Stilt First Floor comprising Rooms + Kitchen, W.C. Bath, windows, doors, panels, electricity, water fittings, partition walls in between rooms.

The Family Unit No. 6, area admeasuring 74.62 Sq. Mtrs. Built-up i.e. 56.93 Sq. Mtrs. Carpet on Stilt First Floor comprising Rooms + Kitchen, W.C. Bath, windows, doors, panels, electricity, water fittings, partition walls in between rooms.

The Family Unit No. 7, area admeasuring 74.62 Sq. Mtrs. Built-up i.e. 56.93 Sq. Mtrs. Carpet on Stilt First Floor comprising Rooms + Kitchen, W.C. Bath, windows, doors, panels, electricity, water fittings, partition walls in between rooms.



The Family Unit No. 8, area admeasuring 73.69 Sq. Mtrs. Built-up i.e. 56.26 Sq. Mtrs. Carpet on Stilt First Floor comprising Rooms + Kitchen, W.C. Bath, windows, doors, panels, electricity, water fittings, partition walls in between rooms.

STILT SECOND FLOOR

The Family Unit No. 9, area admeasuring 73.69 Sq. Mtrs. Built-up on i.e. 56.26 Sq. Mtrs. Carpet Stilt Second Floor comprising Rooms + Kitchen, W.C. Bath, windows, doors, panels, electricity, water fittings, partition walls in between rooms.

The Family Unit No. 10, area admeasuring 74.62 Sq. Mtrs. Built-up i.e. 56.93 Sq. Mtrs. Carpet on Stilt Second Floor comprising Rooms + Kitchen, W.C. Bath, windows, doors, panels, electricity, water fittings, partition walls in between rooms.

The Family Unit No. 11, area admeasuring 74.62 Sq. Mtrs. Built-up i.e. 56.93 Sq. Mtrs. Carpet on Stilt Second Floor comprising Rooms + Kitchen, W.C. Bath, windows, doors, panels, electricity, water fittings, partition walls in between rooms.

The Family Unit No. 12, area admeasuring 73.69 Sq. Mtrs. Built-up i.e. 56.26 Sq. Mtrs. Carpet on Stilt Second Floor comprising Rooms + Kitchen, W.C. Bath, windows, doors, panels, electricity, water fittings, partition walls in between rooms.

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STILT THIRD FLOOR

The Family Unit No. 13, area admeasuring 62.73 Sq. Mtrs. Built-up i.e. 56.26 Sq. Mtrs. Carpet on Stilt Third Floor comprising Rooms + Kitchen, W.C. Bath, windows, doors, panels, electricity, water fittings, partition walls in between rooms.

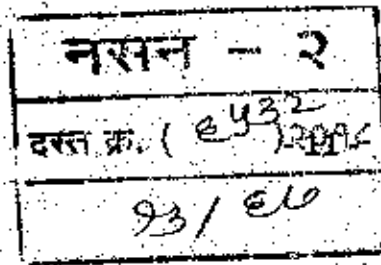
The Family Unit No. 14, area admeasuring 63.66 Sq. Mtrs. Built-up i.e. 56.94 Sq. Mtrs. Carpet on Stilt Third Floor comprising Rooms + Kitchen, W.C. Bath, windows, doors, panels, electricity, water fittings, partition walls in between rooms.

The Family Unit No. 15, area admeasuring 63.66 Sq. Mtrs. Built-up i.e. 54.20 Sq. Mtrs. Carpet on Stilt Third Floor comprising Rooms + Kitchen, W.C. Bath, windows, doors, panels, electricity, water fittings, partition walls in between rooms.

The Family Unit No. 16, area admeasuring 62.73 Sq. Mtrs. Built-up i.e. 53.52 Sq. Mtrs. Carpet on Stilt Third Floor comprising Rooms + Kitchen, W.C. Bath, windows, doors, panels, electricity, water fittings, partition walls in between rooms.

(ii) The Common Areas And Facilities

1. The piece and parcel of the land i.e. Plots described in the first para of this Declaration.



2. The Ground floor as shown in the plan with entrance to wall compound.
3. Side Margin, Open Space, Water Tank, Pump House, on ground floor.
4. Staircase, which leads from ground floor to the roof of the building.
5. Water tank located on the roof of the building.
6. Plumbing network, wiring, through out the Building.
7. Electric wiring network through out the Building.
8. Necessary light in the passage, pumps, motors and such other equipment for lifting the water from the underground tank.
9. The foundation and main walls, columns, beams and roofs of the Building as described in the Plan which form a part of this Declaration.
10. Tank, pump, motors, and in general all apparatus and installation existing for common use.
11. A corridor extending from Lobby to stair ways.
12. Parking place provided as shown in building plan.
13. The Grantor shall have exclusive right of additional structure or addition as per additional F.S.I. Granted to the building by NMC. Grantor shall be entitled to dispose of the same.
14. The terrace of top floor of the building including the parapet wall shall be the property of Grantor. The Grantor shall be entitled to use the parapet wall and terrace of building for any purpose granted by NMC or any other authority.

नसल - २

दस्तावेज क्र. (९५३२) २०१६

१४७ ए०



(10) (A) That the right, title and interest of each family unit owner in the general common area listed 1 to 14 above and their proportionate share in the profit and common expenses in the said general common areas and facilities as well as proportionate representation for voting purpose in the meeting of the Association of Apartment owners of **DHATRAK HEIGHTS APARTMENT B-WING** is based on the proportionate value of the each family unit to total area of all units of the building being 900.06 Sq. Mtrs. Carpet i.e. 1142.64 Sq. Mtrs.

Built-up is as under :-

Residential Unit No.	Built Up Area In Sq. Mtrs.	Carpet Area In Sq. Mtrs.	Total Carpet Area In Sq. Mtrs.	Floor as per approved plan	Floor as per Dev/GPA & Booking plan	Percentage of Voting
1	73.69	52.63 + 3.63 Balcony	56.26	Stilt	First	6.45
2	74.62	53.30 + 3.63 Balcony	56.93	Stilt	First	6.53
3	74.62	53.30 + 3.63 Balcony	56.93	Stilt	First	6.53
4	73.69	52.63 + 3.63 Balcony	56.26	Stilt	First	6.45
5	73.69	52.63 + 3.63 Balcony	56.26	Stilt First	Second	6.45
6	74.62	53.30 + 3.63 Balcony	56.93	Stilt First	Second	6.53
7	74.62	53.30 + 3.63 Balcony	56.93	Stilt First	Second	6.53
8	73.69	52.63 + 3.63 Balcony	56.26	Stilt First	Second	6.45
9	73.69	52.63 + 3.63 Balcony	56.26	Stilt Second	Third	6.45
10	74.62	53.30 + 3.63 Balcony	56.93	Stilt Second	Third	6.53
11	74.62	53.30 + 3.63 Balcony	56.93	Stilt Second	Third	6.53
12	73.69	52.63 + 3.63 Balcony	56.26	Stilt Second	Third	6.45
13	62.73	40.43 + 3.63 Balcony + 12.15 Open Terrace	56.26	Stilt Third	Fourth	5.49
14	63.66	41.16 + 3.63 Balcony + 12.15 Open Terrace	56.94	Stilt Third	Fourth	5.57

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९५ / ६८



15	63.06	41.16 + 3.63 Balcony + 9.41 Open Terrace	54.20	Split Third	Fourth	3.57
16	62.73	40.48 + 3.63 Balcony + 9.41 Open Terrace	53.52	Split Third	Fourth	5.49
Total	1142.64		900.06			100.00

(B) That the right, title and interest of each owner of a Family Unit located in the building in the restricted common areas and facilities if any in the respective floor and listed under letter, and their proportionate representation of voting purposes with respect to the said restricted common areas and facilities in the meeting of the Association of Apartment Owners of **DHATRAK HEIGHTS APARTMENT B-WING** and their proportionate share in the profit and common expenses in the said restricted areas and facilities is based on the proportionate value of each Family Unit.

(C) The proportionate Representation for voting Purposes provided as here in above may be limited in accordance with the provisions of the by laws attested here to this Declaration.

(D) Apartment / Apartments and the percentage of undivided interest in the common areas and facilities appertaining to the apartment are not encumbered in any manner whatsoever on the date of this Declaration.

(11) That the administration of **DHATRAK HEIGHTS APARTMENT B-WING** consisting as aforesaid of the building and parcel of the land described in Para First of this Deed shall be in accordance with the provisions of by laws which are made a part of this deed and are attached hereto with the Declaration.

नसज - २

दस्त क्र. (६५३) २०१८

१६/६९



(12) That as appears above plan of Apartment Ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act, 1970. As that the Family Units may be conveyed and registered as individual properties capable of independent use on account of each having its own exit to a common area and facility of the Building. Each Family Unit owned having an exclusive and particular right, title and interest over his respective Family Unit and in addition to the specified undivided Interest in the common areas and facilities and or restricted common areas and facilities, if any.

(13) That for the purpose of Stamp Duty and Registration Fees To be imposed on the Registration of this Deed of Declaration in the Register of Declaration and Deeds of Apartment under Section 13(5) the Value of the **DHATRAK HEIGHTS APARTMENT B-WING** is distributed as follows:-

(A) Piece of land i.e. Plots described in Para. First here of and the Building has been estimated approximately valued at Rs. 2,00,00,000/- (Rupees Two Crore Only) approx.

(14) That, so long as the Grantor owns one or more Family Unit / Units, the Grantor shall be subject to the provisions of this Deed and Grantor covenants to take no action which will adversely affect the right of Association of Apartment owners with respect to assurance against latest defects in the Building or other right assigned to the Association by reason of the establishment of the **DHATRAK HEIGHTS APARTMENT B-WING**.

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१७/६१०



(15) That the General and / or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

(16) That the percentage of the undivided interest in the general and / or restricted common areas and facilities establishing here in shall not be changed except with unanimous consent of all the apartment owners expressed in Amendment to this Deed duly registered,

(17) 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 conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

(18) That each Apartment owner shall comply with the provisions of this deed, the by laws, decisions and resolutions of association of Apartment owners of its representative and failure to comply with any such provisions, decisions or resolution shall be ground for an action to recover sums dues for damages or for injunctive relief. That the deduction of the property to the plan of the apartment ownership here in shall not be revoked or the property removed from the plan of the apartment ownership or any of the provisions here in amended unless all the apartment owners and the mortgagees 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 instrument.

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दस्ता क्र. (६५३) २०९८
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(19) That no apartment owner of a family unit may exempt himself from liability of 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 him family unit.

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

(21) That all the 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 or any of the family units of the building or 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 licence or care taken basis by the Apartment owners there of for transient or hoted purpose which shall be defined as (a) Rental compensation or compensations for any period less than thirty days or (b) any rental or if the occupant of the family units are provided hoted or bearing or foregoing obligations, the apartment owner shall have absolute right to lease such unit or give it on leave and licence or care taken basis is made subject to the conditions

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and restrictions contained in this declaration and further subject to the by laws attached hereto.

(22) 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 provided by the Maharashtra Apartment Ownership Act, 1970.

(23) That, where a family unit is sold by a mortgagees in exercise of his powers of the 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 as such sale or his successors or assigns shall be liable for assessment by the Association of apartment owners, against the later for his share of the common expenses up to the time of the grant or conveyance without prejudice to the Grantees right 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 or Board 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 conveyed be subject to the charge for, any unpaid assessment made by association of apartment owners against the Grantor in excess of the amount there in and set forth.

(24) That the Manager of Board Or Managers of Association Shall obtain to continue in effect the property insurance in

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form and amounts satisfactory to mortgagees holding first mortgages covering family units but prejudicial to the right of the owner of a family unit to obtain Individual Family Unit Insurance.

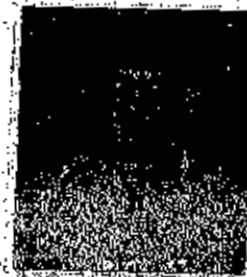
(25) That, Insurance premium for any blanket insurance coverage shall be a common expenses to be paid by month assessment levied by the Association of Apartment owners and that such payment shall be held in a separate account of the association and used solely for the payment of the blanket property insurance premium as such premium become due.

(26) That all the family units which are unsold, if any, as on this date, then the by laws shall / are signed by the Grantor.

IN WITNESS WHEREOF]
 SIGNED, SEALED AND]
 DELIVERED BY THE GRANTOR]
 1) Shri. Vijay Ashok Dhatriak]
 2) Shri. Sunil Ashok Dhatriak]
 Through their Developer & GRA Holder]
 N.S.K. Developers]
 Through its Proprietor]
 Shri. Khilendrakumar Dilip Mohabiyar]



Khilendrakumar Dilip Mohabiyar



WITNESSES :-

1. *[Signature]* *महाल - भा. रोड*
 2. *[Signature]* *महाल - भा. रोड*