A

340/1859
Monday,March 12 ,2018
12:28 PM

पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 2279 दिनांक: 12/03/2018

गावाचे नाव: आनंदवल्ली
दस्तऐवजाचा अनुक्रमांक: नसन3-1859-2018
दस्तऐवजाचा प्रकार : घोषणापत्र
सादर करणाऱ्याचे नाव: मे. लक्ष्मीनारायण डेव्लहपर्स तर्फे भागिदार 1. श्री. अरुण नारायण काळे 2. श्री. अशोक नारायण काळे 3. श्री. विकास अरुण काळे 4. श्री. शेखर अशोक काळे वरील अ.नं. 4 स्वतासाठी व अ.नं. 1 ते 3 यांचे वि.मु. म्हणुन - -

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 760.00
पृष्ठांची संख्या: 38	
एकूण:	रु. 860.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 12:28 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Nashik3
सह. दुय्यम निबंधक वर्ग-२
नाशिक-३

बाजार मुल्य: रु.1 /-
मोबदला रु.0/-
भरलेले मुद्रांक शुल्क : रु. 100/-

1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-
2) देयकाचा प्रकार: By Cash रक्कम: रु 760/-

मुळ दस्त परत केला
व सही घेतली.

Index-2(सूची - २)

12/03/2018

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 3
दस्त क्रमांक : 1859/2018
नोंदणी :
Regn:63m

गावाचे नाव : 1) आनंदवल्ली

(1)विलेखाचा प्रकार	घोषणापत्र
(2)मोबदला	0
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	1
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन :, इतर माहिती: , इतर माहिती: मौजे आनंदवल्ली येथील स.नं. 32/1अ+32/1ब यासी प्लॉट नं. 1 यावरील समर्थ पार्क अपार्टमेंटचे घोषणापत्र. ((Survey Number : 32/1अ+32/1ब ;))
(5) क्षेत्रफळ	1) 500.00 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे. लक्ष्मीनारायण डेव्हलपर्स तर्फे भागिदार 1. श्री. अरुण नारायण काळे 2. श्री. अशोक नारायण काळे 3. श्री. विकास अरुण काळे 4. श्री. शेखर अशोक काळे वरील अ.नं. 4 स्वतासाठी व अ.नं. 1 ते 3 यांचे वि.मु. म्हणुन - - वय:-27; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: काळे नगर आनंदवल्ली नाशिक, महाराष्ट्र, णास्:ईक. पिन कोड:- 422013 पॅन नं:-
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	
(9) दस्तऐवज करुन दिल्याचा दिनांक	09/03/2018
(10)दस्त नोंदणी केल्याचा दिनांक	12/03/2018
(11)अनुक्रमांक,खंड व पृष्ठ	1859/2018
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14)शेरा	

सुची क्र.II
नोंदणी नंतरची प्रथम प्रत
अस्सल तरहुकुम नक्कल

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:	मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारनुसार आवश्यक नाही
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :	Affidavit

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 NASIK-3

नस्न-३
दस्त क्र.१ ९८५/२०१८
१ — ३०

SUB-REGISTRAR (Class-2) NASIK-3

CHALLAN

MTR Form Number-6

GRN MH011598167201718E	BARCODE	Date 09/03/2018-14:08:45	Form ID 25.1

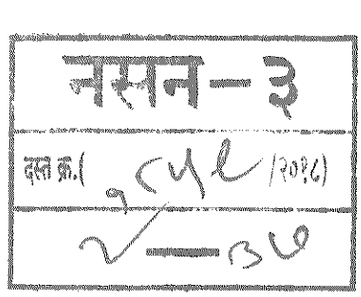
Department Inspector General Of Registration		Payer Details	
Type of Payment Stamp Duty Sale of Non Judicial Stamps IGR Rest of Maha		TAX ID (If Any)	
		PAN No.(If Applicable)	
Office Name NSK3_NASHIK 3 JOINT SUB REGISTRAR		Full Name	laxminarayan developers
Location NASHIK			
Year 2017-2018 One Time		Flat/Block No. Premises/Building	flats and shops in samarth park
Account Head Details	Amount In Rs.	Road/Street	nashik
0030046401 Sale of NonJudicial Stamp	100.00	Area/Locality	nashik
		Town/City/District	
		PIN	4 2 2 0 0 1
		Remarks (If Any)	SecondPartyName=aurn n kale~
Total	100.00	Amount In Words	One Hundred Rupees Only

Payment Details IDBI BANK		FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332018030913218	157304558
Cheque/DD No.		Bank Date	RBI Date	09/03/2018-14:09:13	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : Not Available

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

Print Date 09-03-2018 02:09:20





DECLARATION OF APARTMENT

THIS DECLARATION OF APARTMENT is made and executed at Nashik on this 12th day of MARCH 2018.

B Y

M/S. LAXMINARAYAN DEVELOPERS, A PARTNERSHIP FIRM, having its office at 8, Shiv Apartment, Anandwalli, Gangapur Road, Nashik 422013 PAN – AAEFL 4651 Q THROUGH ITS PARTNERS
1] MR. ARUN NARAYAN KALE, Age 61 Years, Occupation Business,
2] MR. ASHOK NARAYAN KALE, Age 59 Years, Occupation Business,
3] MR. VIKAS ARUN KALE, Age 36 Years, Occupation Business,
4] MR. SHEKHAR ASHOK KALE, Age 27 Years, Occupation Business, hereinafter referred to as the **"GRANTOR/S"** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include other purchaser, their his heirs, executors, administrators, assigns, etc.) of the FIRST PART.

FIRST - the Grantor is the absolute & exclusive owners & otherwise is well & sufficiently entitled to all that piece & parcel of the land situated at **Anandwalli**, more particularly described in the first schedule written hereunder and hereinafter refereed to as the SAID PROPERTY.

SECOND - Grantor has purchased the said property from **Arun Narayan Kale and Ashok Narayank Kale** by a sale deed dated **15-11-2016** which is duly registered at the office of **Sub Registrar Nashik 3** at **Sr. No. 8950 on 15-11-2016** and name of the Grantor is mutated in the owners column of the record of rights and since then the Grantor is in actual possession and enjoyment of the said property as absolute and exclusive owners thereof and the Grantor is competent to develop the said property by constructing building thereon and sell the super structure as the Grantor may deem fit and proper.

THIRD - Grantor has purchased TDR of 200-00 Sq. Mtrs. from DRC No. 380 dated 12-8-2010 by sale deed dated 29-12-2014 from Mr. Nasir Mohhammad Saheb Khatib and others which is duly registered at the office of Sub Registrar Nashik 5 at SR. No. 10108 on 29-12-2014 and by using & utilizing the said TDR the Grantor has prepared a building plan which is duly sanctioned by Nashik Municipal Corporation under commencement certificate No. **LND/BP/NSK/B1/328/346 Dated 1-1-2015** and as per the approved building plan and Grantor completed the construction of the building and Grantor have obtained Occupation Certificate from Nashik Municipal Corporation Nashik On **20-12-2017** under No. **NARAVI/SATPUR / 20501 / 1128.**

FOURTH - That the said building consists Ground Floor for parking and Commercial units and Four upper Floors consisting of residential apartment. All the floors are all capable of individual utilization on account of having their own exit to a common area and facility of the said building and the apartment will be sold to one or more owners, each owner obtaining particular and exclusive property right thereto and each apartment constituting a heritable and transferable immovable property within the meaning of any law for the time being in force in the State (Hereinafter referred to as the Family Unit) and also an undivided interest in the general and/or restricted common areas and facilities of the said building as listed hereinafter necessary for their adequate use and enjoyment and hereinafter referred to as the general and/or restricted common areas and facilities, all of the above are in accordance with the Maharashtra Apartment Ownership Act 1970.

जोडपत्र-३
दस्त क्र. ८५८/२०१७
पृष्ठ — ३६

FIFTH: That the condominium is known as **"SAMARTH PARK APARTMENT"** and that the family units common areas and facilities of the building will be as follows:-

* Commercial Unit - On Ground Floor there are Four shops numbered as 1,2,3, & 4
* Family Unit - On First Floor there are Four family units numbered as 101,102,103 & 104.
* Family Unit - On Second Floor there are Four family units numbered as 201,202,203 & 204.
* Family Unit - On Third Floor there are Four family units numbered as 301,302,303 & 304.
* Family Unit - On Fourth Floor there are Three family units numbered as 401,402 & 403.

Description of each family unit is described as under:-

(1) Commercial Unit - Apartment/ **Shop No. 1.** It is an apartment on the Ground floor, admeasuring **9.00 Sq. Mtrs. carpet area**
Name of Owner – **M/S. LAXMINARAYAN DEVELOPERS**

(2) Commercial Unit - Apartment/ **Shop No. 2.** It is an apartment on the Ground floor, admeasuring **9.00 Sq. Mtrs. carpet area**
Name of Owner – **M/S. LAXMINARAYAN DEVELOPERS**

(3) Commercial Unit - Apartment/ **Shop No. 3.** It is an apartment on the Ground floor, admeasuring **9.00 Sq. Mtrs. carpet area**
Name of Owner – **M/S. LAXMINARAYAN DEVELOPERS**

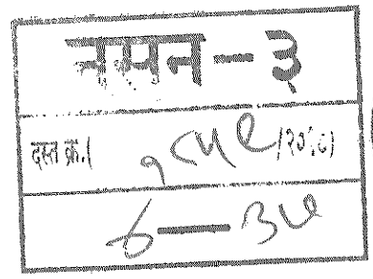
(4) Commercial Unit - Apartment/ **Shop No. 4.** It is an apartment on the Ground floor, admeasuring **9.00 Sq. Mtrs. carpet area**
Name of Owner – **M/S. LAXMINARAYAN DEVELOPERS**

(5) Family Unit - Apartment/ **Flat No. 101**. It is an apartment on the **First Floor** admeasuring **55.45 Sq. Mtrs.** Carpet area alongwith absolute and exclusive rights to use, utilize and enjoy **Terrace** area admeasuring **4.65 Sq. Mtrs.** as per earlier approved building plan.
CARPET AREA AS PER COMPLETION PLAN 35.66 SQ. MTRS. and usable area of Closed Balcony 5.82 Sq. Mtrs. and Open Balcony 3.25 Sq. Mtrs.
Name of Owner – **MR. RAJU ACHHELAL GUPTA**
Agreement of Sale Regi. at Sr. No. 850 on 9/2/2017 NSK - 3

(6) Family Unit - Apartment/ **Flat No. 102**. It is an apartment on the **First Floor** admeasuring **53.62 Sq. Mtrs.** Carpet area and alongwith absolute and exlcusive rights to use, utilize and enjoy **Terrace** area admeasuring **3.71 Sq. Mtrs.** as per earlier approved building plan.
CARPET AREA AS PER COMPLETION PLAN 38.94 SQ. MTRS. and usable area of Closed Balcony 2.04 Sq. Mtrs. and Open Balcony 3.35 Sq. Mtrs.
Name of Owner – **1] MRS. ASHIWINI DNYANESHWAR AGHADE**
2] MR. DNYANEHSWAR BAJIRAO AGHADE
Agreement of Sale Regi. at Sr. No. 1970 on 27/3/2017 NSK - 3

(7) Family Unit - Apartment/ **Flat No. 103**. It is an apartment on the **First Floor** admeasuring **47.55 Sq. Mtrs.** Carpet area
Name of Owner – **M/S. LAXMINARAYAN DEVELOPERS**

(8) Family Unit - Apartment/ **Flat No. 104**. It is an apartment on the **First Floor** admeasuring **55.45 Sq. Mtrs.** Carpet area and alongwith absolute and exlcusive rights to use, utilize and enjoy **Terrace** area admeasuring **4.65 Sq. Mtrs.** as per earlier approved building plan.





CARPET AREA AS PER COMPLETION PLAN 43.36 SQ. MTRS. and usable area of Closed Balcony 4.50 Sq. Mtrs.
Name of Owner – **CHHAYA BHILAJI MADHE**
Agreement of Sale Regi. at Sr. No. 1034 on 16/2/2017 NSK - 3

(9) Family Unit - Apartment/ **Flat No. 201**. It is an apartment on the **Seocnd Floor** admeasuring **CARPET AREA AS PER COMPLETION PLAN 35.66 SQ. MTRS. and usable area of Closed Balcony 5.82 Sq. Mtrs., Open Balcony 6.12 Sq.Mtrs.**
Name of Owner – **M/S. LAXMINARAYAN DEVELOPERS**

(10) Family Unit - Apartment/ **Flat No. 202**. It is an apartment on the **Seocnd Floor** admeasuring **53.32 Sq. Mtrs.** as per earlier approved building plan.
CARPET AREA AS PER COMPLETION PLAN 39.08 SQ. MTRS. and usable area of Closed Balcony 1.91 Sq. Mtrs. and Open balcony 3.35 Sq. Mtrs.
Name of Owner – **[1] MR. TARUN SUDHANSHU DOLUI**
[2] MRS. MITHU TARUN DOLUI
Agreement of Sale Regi. at Sr. No. 2571 on 15/4/2017 NSK 3

(11) Family Unit - Apartment/ **Flat No. 203**. It is an apartment on the **Seocnd Floor** admeasuring **47.55 Sq. Mtrs.** Carpet area
Name of Owner – **M/S. LAXMINARAYAN DEVELOPERS**

(12) Family Unit - Apartment/ **Flat No. 204**. It is an apartment on the **Seocnd Floor** admeasuring **55.12 Sq. Mtrs.** Carpet area as per earlier approved building plan.
CARPET AREA AS PER COMPLETION PLAN 43.51 SQ. MTRS. and usable area of Closed Balcony 4.50 Sq. Mtrs., Open Balcony 2.87 Sq.Mtrs.
Name of Owner – **1] MR. VISHAL BABURAO SHINDE**
2] PRANITA NARAYAN BALVE ALIAS
MRS. PRANITA VISHAL SHINDE
Agreement of Sale Regi. at Sr. No. 1395 on 7/3/2017 NSK 3

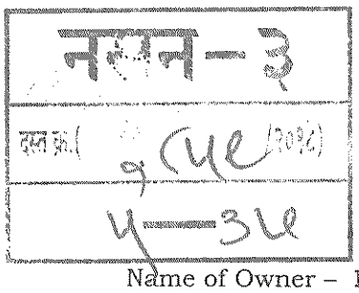
(13) Family Unit - Apartment/ **Flat No. 301**. It is an apartment on the **Third Floor** admeasuring **35.66 Sq. Mtrs.** Carpet area and **usable area of Closed Balcony 5.82 Sq. Mtrs., Open Balcony 6.12 Sq.Mtrs.**
Name of Owner – **M/S. LAXMINARAYAN DEVELOPERS**

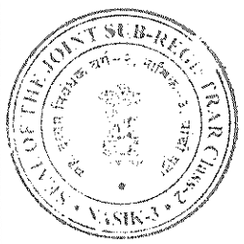
(14) Family Unit - Apartment/ **Flat No. 302**. It is an apartment on the **Third Floor** admeasuring **39.08 Sq. Mtrs.** Carpet area and **usable area of Closed Balcony 1.91 Sq. Mtrs., Open Balcony 3.35 Sq.Mtrs.**
Name of Owner – **M/S. LAXMINARAYAN DEVELOPERS**

(15) Family Unit - Apartment/ **Flat No. 303**. It is an apartment on the **Third Floor** admeasuring **47.55 Sq. Mtrs.** Carpet area
Name of Owner – **M/S. LAXMINARAYAN DEVELOPERS**

(16) Family Unit - Apartment/ **Flat No. 304**. It is an apartment on the **Third Floor** admeasuring **55.12 Sq. Mtrs.** Carpet area as per earlier approved building plan.
CARPET AREA AS PER COMPLETION PLAN 43.51 SQ. MTRS. and usable area of Closed Balcony 4.50 Sq. Mtrs., Open Balcony 2.87 Sq.Mtrs.
Name of Owner – **1] KUM. PUJA PANDURANG DEULKAR**
2] MR. PANDURANG ANKUSH DEULKAR
Agreement of Sale Regi. at Sr. No. 1903 on 24/3/2017 NSK 3

(17) Family Unit - Apartment/ **Flat No. 401**. It is an apartment on the **Fourth Floor** admeasuring **39.08 Sq. Mtrs.** Carpet area and **usable area of Closed Balcony 1.91 Sq. Mtrs., Open Balcony 3.35 Sq.Mtrs. and the Terrace admeasuring 28.8975 Sq. Mtrs. adjoining to the said flat.**





Name of Owner – **M/S. LAXMINARAYAN DEVELOPERS**

(18) Family Unit - Apartment/ **Flat No. 402**. It is an apartment on the **Fourth Floor** admeasuring **47.55 Sq. Mtrs.** Carpet area
Name of Owner – **M/S. LAXMINARAYAN DEVELOPERS**

(19) Family Unit - Apartment/ **Flat No. 403**. It is an apartment on the **Fourth floor** admeasuring **43.51 Sq. Mtrs.** Carpet area and **usable area of Closed Balcony 4.50 Sq. Mtrs., Open Balcony 2.87 Sq.Mtrs. and the Terrace admeasuring 34.6050 Sq. Mtrs. adjoining to the said flat.**
Name of Owner – **M/S. LAXMINARAYAN DEVELOPERS**

COMMON AREAS AND FACILITIES:-

(a) All that piece and parcel of the land as described the schedule written hereunder and the terrace above the entire building.
(b) Following facilities are located throughout the building:

- Underground water tank located in the side margin and overhead water tank located on the roof of the building.
- Plumbing network throughout the building.
- Sanitary network throughout the building and septic tank located in the side margin.
- Electric wiring network throughout the building.
- Necessary electrical lighting network and common water connection throughout the building.
- Motor with pump set and in General all apparatus and installations existing for common use.
- Bore well with pumpset.
- Common meter for common electric consumption.
- Staircase
- Common Parking
- Lift with battery backup

RESTRICTED COMMON AREAS:

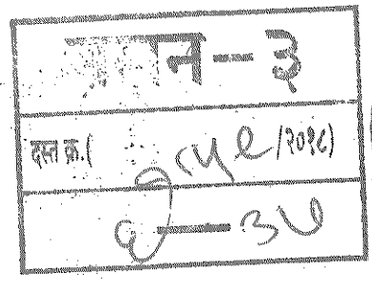
- That the shop owners shall not park their vehicle in the parking below the stilt or surrounding marginal space. They shall park their vehicle in front of their respective shop only. So also no flat owner shall park their vehicle in front of the shops.

- The toilet on the ground floor shall be used and utilized and maintained by the shop owners only and no other flat owners in the building shall use the same.

- That all the flat owners shall maintain the building its cleaning, security, common meter and common lights, common water connection, pump set, etc. by collecting monthly or yearly amount as may be required and decided by all the flat owners from time to time.

- That amount of one time maintenance of lift is to be deposited by all the flat owners, the said amount shall be deposited in the bank and interest accrued thereon shall be used for the Battery backup and Lift maintenance. If the amount of interest is insufficient then all the flat owners shall contribute additional amount towards the Battery backup and Lift maintenance.

- That the terrace adjoining to Flat No. 401 and 403 is exclusively allotted to the said flats and no other flat owners shall use and utilize or enter the said terrace allotted to Flat No. 401 and 403 and the



except the said terrace the top terrace above the entire building shall be common for common use of all the flat owners.

SIXTH : (a) That the right, title and interest of each owner of a family unit in the general / restricted common area and facilities as listed above and their proportionate share in the profits and common expenses in the general common areas and facilities as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment Owners of **"SAMARTH PARK APARTMENT"** Condominium is based on the proportionate area of each family unit to the total area of the all family units as follows :-

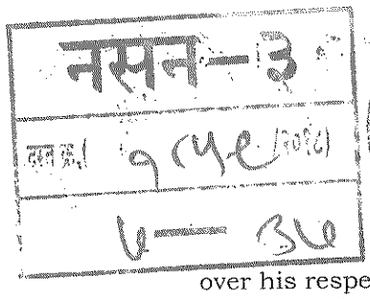
APARTMENT NO.	PERCENTAGE (%)
Shop No. 1	1.29%
Shop No. 2	1.29%
Shop No. 3	1.29%
Shop No. 4	1.29%
Flat No. 101	6.46%
Flat No. 102	6.24%
Flat No. 103	6.24%
Flat No. 104	6.46%
Flat No. 201	6.24%
Flat No. 202	6.21%
Flat No. 203	6.21%
Flat No. 204	6.42%
Flat No. 301	6.42%
Flat No. 302	6.21%
Flat No. 303	6.21%
Flat No. 304	6.42%
Flat No. 401	6.24%
Flat No. 402	6.21%
Flat No. 403	6.42%
	---------- **100-00%** ----------

(b) The proportionate representation for voting purposes provided in (a) hereof may be limited in accordance with the provisions of the bye laws attached hereto as Exhibit B.

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

SEVENTH: That the Administration of Condominium consisting as aforesaid of the building and parcel of land described in the schedule of this declaration shall be in accordance with the provisions of this declaration and with the provisions of the bye laws which are made a part of this declaration and are attached hereto as Exhibit B.

EIGHTH: That as appear above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Apartment Ownership Act 1970, so that all 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 restricted common areas and family of the building , each family unit owner having an exclusive and particular right, title and interest





over his respective family unit and in addition the specified undivided interest in the restricted common areas and facilities.

NINTH: That so long as the Grantors owns one or more of the family units, the Grantors shall be subject to the provisions of this Deed and of the Exhibits A and B attached hereto and the Grantors convenience to take no action which will adversely affect the rights of the Association of Apartment Owners with respect to assurances against latent defects in the building or other rights assigned to the Association by reason of the establishment of the **"SAMARTH PARK APARTMENT"** Condominium.

TENTH: That the general Common areas and facilities shall remain undivided and no apartment owner shall bring any action for partition or division thereof.

ELEVENTH: That the percentage of the undivided interest in the restricted common areas and facilities established herein shall not be charged except with the unanimous consent of all the apartment owners expressed in amendment to this declaration duly registered.

TWELTH: That the undivided interest in the 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.

THIRTINTH: That each apartment owner shall comply with the provisions of this declaration, the bye-laws decision and resolutions of the Association of Apartment Owners of its representative 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.

FOURTEENTH: 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 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.

FIFTEENTH: 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 common areas and facilities or by the abandonment of his family unit.

SIXTEENTH: All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family units 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.

SEVENTEENTH: 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 declaration and that the mere acquisition or rental of any of the family unit of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this declaration are accepted and ratified. The respective family unit shall not be rented or given on leave and license or care taker basis by the app. 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 unit are provided customary hotel or boarding or lodging or paying guest services other than the forgoing obligations, the app.

owners of the respective family unit shall have the absolute right, to lease such unit or give it and leave and license or care taker basis provided that said lease or leave and 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.

EIGHTEENTH: That if the property, subject to the plan of app. ownership is totally of substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act 1970.

NINETEETH : That where a family unit is sold by a mortgagee is exercise of his powers of sale under an English Mortgage 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 of title by 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 laws, and that such charge shall be sub-ordinate to such mortgage.

TWENTEETH: That in a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable for all unpaid assessments by the association of apartment owners against the respective share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the Grantors the amount 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 account 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 assessment made by the association of apartment owners against the Grantors in excess of the amount therein, set forth.

TWENTY FIRST: The amendment to this Declaration will be effected after passing a resolution to that effect in the meeting of all the Apartment. Owners and for such resolution the consent of each apartment owner for the same will be necessary and in pursuance of the resolution passed the Board of Managers will be entitled to effect such amendment to the declaration provided such amendment is registered.

TWENTY SECOND: The service of the notice and/or summons or any type of the correspondence will be made at the address subsequently informed by the Apartment. Owners to the Board of Managers in writing.

FIRST SCHEDULE OF THE SAID PROPERTY

All that piece and parcel of land bearing **Plot No. 1 out of S. No. 32/1A+32/1B admeasuring 500.00 Sq. Mtrs.** situated at **Anandwalli** Taluka and District Nashik, within registration and sub Registration District of Nashik within Nashik Municipal Corporation Bounded as follows:

On or towards East	:	By 7.5 Mtr. Colony Road
On or towards West	:	By Amenity Plot
On or towards South	:	By 18 Mtr. D.P. Road
On or towards North	:	By Plot No. 2

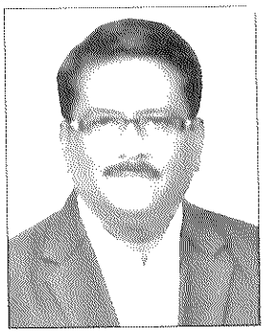
नसन-३
दस्त क्र. १५५६
८-३०

THE JOINT SUB-REGISTRAR CLASS-2 NASIK-3

IN WITHNESS WHEROF THE GRANTORSS HAVE SIGNED ON THIS DAY DATE AND YEAR FIRST MENTIONED ABOVE.

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED
M/S. LAXMINARAYAN DEVELOPERS
A PARTNERSHIP FIRM
THROUGH ITS PARTNERS

1] MR. ARUN NARAYAN KALE ----------



2] MR. ASHOK NARAYAN KALE ----------



3] MR. VIKAS ARUN KALE ----------



4] MR. SHEKHAR ASHOK KALE
(GRANTOR) ----------

WITNESSES:-

1. ----------
(Ankush Gudghe)

2. ----------

