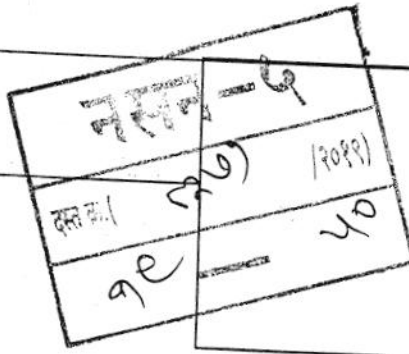




FIFTEENTH -

That all present or future owners, tenants, future tenants or any other persons that might use the facilities of the building in any manner, are subject to the provisions of this declaration and that the mere acquisitions or rental of any of the family unit of the building or the mere act of occupancy of any of the said unit shall signify that the provisions of this Declaration are accepted and rectified. The respective family unit 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 unit are provided customary hotel or boarding or lodging or paying guest services other than the forgoing obligations. The apartment 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 is made subject to the covenants and restrictions contained in this Declaration and further subject to the bye-laws in Exhibit-B attached hereto.

SIXTEENTH -

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

SEVENTEETH -

That where a family unit is sold by a mortgage in exercise of his power of sale under an English Mortgage against the owner of such family unit, then neither the mortgage nor the purchaser who survives title to the family unit as such sale, or his successors or assigns shall be liable, for assessment by the association which become due prior to the acquisition of title by such acquire, it being understood, however that the above shall not be constructed to prevent the association of apartment owners from filing and claiming charges for such assessments and enforcing same as provided by law, and that such shall be subordinate to such mortgage.

EIGHTEENTH -

That in voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable for all unpaid assessment by the association of apartment owners against the respective share of the common expenses up



19

20	40
20	40
20	40

to the time of the grant or conveyance without prejudice to the grantee's right to recover from the Grantor Owners & Grantor Developer 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 Grantor Owners & Grantor Developer due to the association and such grantee shall not be liable for, any unpaid assessment made by the association of apartment owners against the Grantor Owners & Grantor Developer in excess of the amount therein, set forth.

NINETEENTH -

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 Manager will be entitled to effect such amendment to the declaration provided such amendment is registered.

TWENTY -

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

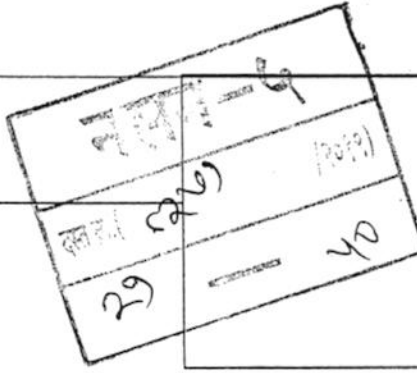
SCHEDULE OF THE SAID PROPERTY REFERRED HEREINABOVE

All that piece and parcel of land bearing **Plot No.418, 419, 420 & 421** each area admeasuring **190.40 sq. mtrs. total area admeasuring 761.60 sq. mtrs. out of Revenue Survey No. 197/1 to 10(Part)+198+199/1+200(Part)+201 of Village Mhasrul, Tal. & Dist. Nashik,** within the limits of Nashik Municipal Corporation together with T.D.R.F.S.I. of 305.00 sq. mtrs. out of "D" Zone Certificate No.204 dtd.25/02/2008 issued by Nashik Municipal Corporation, Nashik and bounded as under:-

On or towards East	:	By Plot No.410 to 413
On or towards West	:	By 7.50 mtrs. wide Colony Road
On or towards South	:	By Plot No. 422
On or towards North	:	By Plot No.417



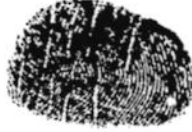
20



IN WITNESS WHEREOF THE GRANTOR OWNERS & GRANTOR DEVELOPER HAVE SIGNED ON THIS DAY, DATE AND YEAR FIRST MENTIONED HEREIN ABOVE.

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED

- 1] Mr. Pramod Dattatraya Chinchore
- 2] Mr. Dilip Krushnaji Chinchore
- 3] Mr. Sunil Gangadhar Sonje
- 4] Mrs. Pratibha Rajendra Gaiware



Through GPA Holder

Chinchore Associates through Proprietor
Mr. Keshav Khandu Chinchore

(GRANTOR OWNERS)

SIGNED, SEALED & DELIVERED BY
THE WITHIN NAMED GRANTOR DEVELOPER
Chinchore Associates through Proprietor
Mr. Keshav Khandu Chinchore



(GRANTOR DEVELOPER)

In the presence of Witnesses:

1)

श्रीमती निरम

2)

Ganesh Rajendra J.
Nashik