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[c] Apartment / Apartments and the percentage of undivided interest in the common areas and facilities pertaining to each apartment are not encumbered in any manner whatsoever on the date of this declaration.

SEVENTH-

That the administration of "B SQUARE APARTMENT CONDOMINIUM" consisting as aforesaid of the building and parcel of 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 a part of this deed and are attached hereto as Exh. 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 of the upper floors 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 owner having an exclusive and particular right, title and interest over his respective family unit and in common areas and facilities and/ or restricted common areas and facilities.

NINETH-

That for the purpose of stamp duty and registration fees to be imposed on the registration of this Deed in the Register of Declaration and Deeds of Apartment under section 13 [5] the value of the "B SQUARE APARTMENT CONDOMINIUM" is distributed and is valued on the basis of sale of agreement executed in favour of purchaser or to be executed hereinafter.

TENTH-

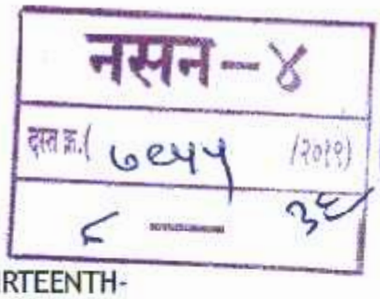
That so long as the Grantors owns one or more of the units, the Grantors shall be subject to the provisions of this Deed and of the Exhibits A and B attached hereto and the Grantors covenant to take no action which will adversely affect the rights of the Association of Apartment owners with respect to assurances against latent defects in the building or other rights assigned to the Association by the reasons of the establishment of "B SQUARE APARTMENT CONDOMINIUM".

ELEVENTH-

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.

TWELTH-

That the percentage of the 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 amendments to this Deed registered.





THIRTEENTH-

That the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the 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.

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, decision or resolution, shall be grounds for an action to recover sums.

FIFTEENTH-

That the dedication of the property to the plan of Apartment Ownership herein shall not be removed 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 mortgagee 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.

SIXTEENTH-

That no apartment owner of a unit may exempt himself/herself from liability for his contribution towards the common expenses i.e. building maintenance, common water and electric bills, watchman salary, etc. 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.

SEVENTEENTH-

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

EIGHTEENTH-

That all present or future owners, tenants, or any other person that might use the facilities of the building in any manner, area subject to the provisions of this Deed and that the mere acquisition or rental of any of the unit of the building or the mere act of occupancy of any of the said unit shall signify that the provisions of this Deed are accepted and ratified. The respective family unit shall not be rented or given on leave and license or care-taker basis by the owners thereof, 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

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provided customary hotel or boarding or lodging or paying guest services other than the foregoing obligations, hostels, commercial use and 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 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.

NINETEENTH-

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.

TWENTEETH-

That where a unit is sold by a mortgage 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 unit, then neither the mortgagee nor the purchaser who derives title to the unit at such sale, or his successors or assigns shall be liable, for assessment by the association which became due prior to the acquisition 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 law, and that such charge shall be subordinate to such mortgage.

TWENTY FIRST-

That each unit holder transferring his right / unit shall have to obtain a NOC from the committee formed unanimously and the NOC charges for transfer of any unit, as decided and confirmed in the meeting unanimously, shall be paid by the transferor failing to which the NOC for the trasfer of name in the revenue record will not be issued by the Apartment and the in coming member will not be admitted in the apartment as a member.

TWENTY SECOND-

That the Manager of Board or Managers of the Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgages covering family units but without prejudicial to the right of the owner of a family unit to obtain individual family unit insurance.

TWENTY THIRD-

That insurance premium for any blanket insurance's coverage shall be a common expenses to be paid by monthly 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 premiums become due.

DRAFTED BY MF

IN WITNESS WHEREOF the Grantors as aforesaid hereto set their hands.



SIGNED,SEALED & DELIVERD
BY WITHIN NAMED GRANTORS
SQUARE ESTATE, partnership firm
through its partner
MR. JAGDISH DATTATRAY SONAR

IN THE PRESENCE OF WITNESSES:-

1.

2.

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SEAL OF THE JOINT SUB-REGISTRAR CHEMBUR

EXHIBIT "A"

The building plan is attached herewith.

EXHIBIT "B"
BYE LAWS OF "B SQUARE APARTMENT CONDOMINIUM"

ANNEXURE - A
THE DETAILED DESCRIPTION OF THE UNITS -

GROUND FLOOR

Shop No.	Area carpet Sq. mtrs.	Boundaries East	West	South	North
1	31.20	Side Margin	Staircase	Side Margin	Shop 2
2	42.74	Side Margin	Shop 3	Staircase	Side Margin
3	13.46	Shop 2	Shop 4	Staircase	Side Margin
4	13.46	Shop 3	Shop 5	Lift	Side Margin
5	13.46	Shop 4	Shop 6	Staircase	Side Margin
6	13.46	Shop 5	Shop 7	Staircase	Side Margin
7	13.46	Shop 6	Side Margin	Parking	Side Margin

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MEZZANINE FLOOR

Off. No.	Area carpet Sq. mtrs.	Boundaries East	West	South	North
8	18.41	Staircase	Side Margin	Side Margin	Office 9
Balcony	14.66				
9	39.36	Office 10	Side Margin	Staicase Shop 8	Side Margin
Balcony	17.97				
10	30.17	Shop 2	Office 9	Staircase, Lift	Side Margin
Balcony	8.86				

FIRST FLOOR

Off. No.	Area carpet Sq. mtrs.	Boundaries East	West	South	North
11	18.41	Staircase	Side Margin	Side Margin	Office 12
Balcony	14.69				
12	49.42	Office 13	Side Margin	Staircase, Office 11	Side Margin
Balcony	20.30				
13	57.62	Side Margin	Office 12	Office 14, Staircase	Side Margin
Balcony	25.32				
14	36.80	Side Margin	Staircase	Side Margin	Office 13
Balcony	16.02				

SECOND FLOOR FOR HOSPITAL

Area carpet Sq. mtrs.	Boundaries East	West	South	North
165.02				
Balcony 76.33				

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THIRD FLOOR FOR HOSPITAL

	Area carpet Sq. mtrs.	Boundaries East	West	South	North
	165.02 Balcony 76.33				

FORTH FLOOR

Off. No.	Area carpet Sq. mtrs.	Boundaries East	West	South	North
15	18.41 Balcony 14.69	Staircase	Side Margin	Side Margin	Office 16
16	49.42 Balcony 20.30	Office 17	Side Margin	Staircase, Office 15	Side Margin
17	57.62 Balcony 25.32	Side Margin	Office 16	Staicase, Office 18	Side Margin
18	36.80 Balcony 16.02	Side Margin	Staircase, Lift	Side Margin	Office 17

FIFTH FLOOR

Off. No.	Area carpet Sq. mtrs.	Boundaries East	West	South	North
19	18.41 Balcony 14.69	Staircase	Side Margin	Side Margin	Office 20
20	49.42 Balcony 20.30	Office 21	Side Margin	Staircase, Shop 19	Side Margin
21	57.62 Balcony 25.32	Side Margin	Office 20	Office 18, Staircase	Side Margin
22	36.80 Balcony 16.02	Side Margin	Staircase	Side Margin	Office 21

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SUB-REGISTRAR Class-2 NASIK-IV

ANNEXURE - B

PERCENTAGE OF VOTING OF THE UNIT HOLDERS

Unit Nos.	percentage
1	2.98
2	4.09
3	1.29
4	1.29
5	1.29
6	1.29
7	1.29
8	1.76
9	3.76
10	2.87
11	1.76
12	4.72
13	5.51
14	3.52
second floor	15.78
third floor	15.78
15	1.76
16	4.72
17	5.51
18	3.52
19	1.76
20	4.72
21	5.51
22	3.52
	100 %

EXHIBIT B

BYE-LAWS OF "B SQUARE APARTMENT" CONDOMINIUM

CHAPTER - I

1) SHORT TITLE AND APPICATION :-

a) These bye-laws may be called the bye-laws of the " B SQUARE APARTMENT " Condominium.

b) The Provisions of these bye-laws apply to the "B SQUARE APARTMENT" Condominium.

2) DEFINITIONS :-

In these bye-laws, 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 "B SQUARE APARTMENT" Condominium.

c) Board means a board of Manager consisting of persons, all of whom shall be owners of apartment in "B SQUARE APARTMENT".

d) "Building" means the building located at Nashik Tal. & Dist. Nashik & Known as 'B SQUARE APARTMENT" Condominium and includes the said plot of land and forming part thereof.

e) "Declaration means the declaration which the sole owner of the building or all the owners of the building have executed and registered.

f) "Owner" means the person owning an apartment in the "B SQUARE APARTMENT".

g) "Unit" means a unit in "B SQUARE APARTMENT".

3) APARTMENT OWRNERSHIP :-

The building located on Plot of land bearingPlot No. 3 admeasuring 777.87 sq. mtrs. (and along with the TDR loaded of 275.00 sq. mtrs.) from and out of Revenue Survey No. 304/2/1 situated, lying & being at village Ambad Kd., Tal. & Dist. Nashik, within the limits of Nashik Municipal Corporation, Nashik, Known as "B SQUARE APARTMENT " Condominium, and is subjected to the provisions of the said Act.

4) OBJECTS OF ASSOCIATION :-

1) The Objects of the Association shall be :

a) To be and to act as association of the Apartments of the building called "B SQUARE APARTMENT" who have filed their respective declaration submitting their apartments to these provisions.

b) To invest or deposit moneys.

c) To provide for the maintenance & repair of common areas and facilities by contribution from apartments owners.

d) To provide for and to do all and any of the matters provided in Section 16(2) of the Act.

e) To frame rules, with the approval of the general meeting & after consulting the authority for the benefit of the employees of the Association.

f) To do all the things necessary and/or otherwise provide for their welfare expedient for the attainment of the objects specified in the bye-laws.

g) To advance, with the consent of the Apartment owners, any short term loans to any apartment owners in case of any emergent necessity and to provide for the repayment thereof in lump sum or in installments.

h) To establish & carry on its own account or jointly with individuals or institutions, educational, physical, social & re-creative activities for the benefit of the Apartment Owners.

2) The Association shall not act beyond the scope of its objects without duly amending the provisions of these bye-laws for that purpose.