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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 **SHAH'S SAI RESIDENCY PHASE II APARTMENT** Condominium is based on the carpet area of the flat which are as follows:-

APARTMENT	VOTING AND OWNERSHIP PERCENTAGE
FLAT NO. 1	9.27%
FLAT NO. 2	9.27%
FLAT NO. 3	7.32%
FLAT NO. 4	7.25%
FLAT NO. 5	9.27%
FLAT NO. 6	9.27%
FLAT NO. 7	7.32%
FLAT NO. 8	7.59%
FLAT NO. 9	9.27%
FLAT NO. 10	9.27%
FLAT NO. 11	7.32%
FLAT NO. 12	7.58%
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(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.

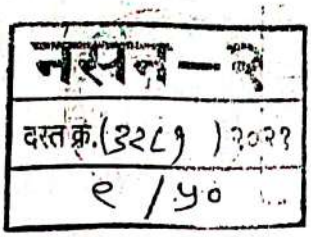
(c) Apartment and the percentage of undivided interest in the common areas and facilities appertaining to the apartment, each apartment are not encumbered in any manner whatsoever on the date of this Declaration

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 Grantor owns one or more of the family units, the Grantor shall be subject to the provisions of this Deed and of the Exhibits A and B attached hereto and the Grantor covenants 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 **SHAH'S SAI RESIDENCY PHASE II APARTMENT** Condominium.

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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

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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 grantor 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 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 grantor 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.

SCHEDULE OF THE PROPERTY

All that piece and parcel of the property **land area admeasuring 800.00 Sq. Mtrs. out of S. No. 221/A/2 total admeasuring 1700-00 Sq. mtrs. situated at Village Sansari,** Taluka and District Nashik within Deolali Cantonment Board within registration district of Nashik and sub registration taluka Nashik boundaries as follows:

On or towards East	:	By S. No. 221/1A
On or towards West	:	By S.No. 221/B
On or towards South	:	By Common passage and Road
On or towards North	:	By S.No. 25/B and 26/1

Together with all the rights apurtenant thereto.

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