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(vi) The Grantor shall be entitled to consume any additional F.S.I. granted in respect to the said property and in the said building in future by N.M.C. or Govt. For that purpose the Grantor shall be entitled to use the ground, stair case, terrace of the building and the purchaser or any person claiming right through him shall not object or resist the same. Terrace of the building shall always the property of the Grantor and the purchaser or any person claiming right through them shall not object or resist the same. The Grantor shall have right to allot the terrace at the top of building for advertisement or any other purpose.

(vii) The Grantor owner has taken maximum care to give a gracious look and beauty to the entire project of Paradise Meadows Apartment. Therefore to maintain the same, it will be the duty and responsibility of every purchaser therein. Hence the displaying of Boards, Sign Boards in such a manner that will spoil the elevation and look of the building is prohibited.

(viii) Advertising of any matter in any common space such as common passage, stair cases and landings thereof, lift landings and adjustant walls is prohibited.

(ix) None the purchaser of Paradise Meadows Apartment shall be permitted to use the common terrace for storing their goods. So also the purchasers shall not use the passage in front of their units for storing their goods. The passages will have to be kept free of any harmless for easy access to any purchaser or their visitors.

(22) a) That the right, title and interest of each owner of the unit in the general areas and facilities described in clause fifth as well as the proportionate share in the profits and common expenses in the said general common areas and facilities as well as the proportionate representation for voting purpose in the meeting of the Association of the Apartment unit owner in "Paradise Meadows Apartment Condominium" is based on the proportionate price/cost. The table of the areas and the percentage of voting rights is given hereunder :-

Floor and Apartment / Shop / Flat Unit No.	Name of the owner	Carpet and Balcony area in Sq.Mtrs	Voting rights and share in common areas %.
Lower Basement Floor and Ground Floor	Parking		

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Ground Floor Commercial Unit i.e. Shop No. 1	Mr. Musharraf Rafiq Kokni	C - 26.46	0.98 %
Ground Floor Commercial Unit i.e. Shop No. 2	Unsold i.e. M/s. Creative Constructions	C - 21.87	0.82 %
Ground Floor Commercial Unit i.e. Shop No. 3	Mrs. Shahnaz Anwar Shaikh	C – 20.55	0.77 %
Ground Floor Commercial Unit i.e. Shop No. 4	Mr. Moinuddin Raziuddin Kazi	C – 17.72	0.67 %
Ground Floor Commercial Unit i.e. Shop No. 5	Mrs. Shirin Zakir Shaih	C – 21-31	0.79 %
First Floor Unit / Flat No. 101	Shaikh Shabnaaz Shakil and Shaikh Mubasshir Shakil	C– 70.42 + B– 13.97 + T – 3.69	3.28 %
First Floor Unit / Flat No. 102	Mr. Harun Rais Khan and Mrs. Shabano Harun Khan	C– 70.47 + B– 13.97 + T – 3.69	3.28 %
First Floor Unit / Flat No. 103	Mr. Harun Rais Khan and Mrs. Shabano Harun Khan	C– 79.57 + B– 28.19	4.04 %
First Floor Unit / Flat No. 104	Mr. Nisar Abdul Gani Shaikh and Mrs. Noorjahan Nisar Shaikh	C– 61.09 + B– 22.34	3.11 %
Second Floor Unit / Flat No. 201	Mr. Khwaja Abusaid Tariq Javed Jagirdar	C– 70.42 + B– 13.97 + T – 3.69	3.28 %
Second Floor Unit / Flat No. 202	Mr. Sayyad Shoeb Akhtar and Mrs. Sayyad Noorsaba Shoeb	C– 70.47 + B– 13.97 + T – 3.69	3.28 %
Second Floor Unit / Flat No. 203	Mr. Babar Navajoddin Kazi and Mrs. Ujma Babar Kazi	C– 79.57 + B– 28.19	4.04 %
Second Floor Unit / Flat No. 204	Mr. Ashfaq Dadamiya Chaudhari	C– 61.09 + B– 22.34	3.11 %

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Third Floor Unit / Flat No. 301	Unsold i.e. M/s. Creative Constructions	C– 70.42 + B– 13.97 + T – 3.69	3.28 %
Third Floor Unit / Flat No. 302	Mr. Ansari Mohammad Isa Mohammad Sarfuddin and Mrs. Ansari Shakeba Mohammad Isa	C– 70.47 + B– 13.97 + T – 3.69	3.28 %
Third Floor Unit / Flat No. 303	Mr. Sagir Ahmad Nazir Ahmad and Mrs. Salma Khatoon Sagir Ahmad	C– 79.57 + B– 28.19	4.04 %
Third Floor Unit / Flat No. 304	Sharmin Haidar Khan	C– 61.09 + B– 22.34	3.11 %
Fourth Floor Unit / Flat No. 401	Mr. Rizvi Imran Haidar	C– 70.42 + B– 13.97 + T – 3.69	3.28 %
Fourth Floor Unit / Flat No. 402	Mr. Shaikh Gafar Shaikh Lal	C– 70.47 + B– 13.97 + T – 3.69	3.28 %
Fourth Floor Unit / Flat No. 403	Mr. Saleem Chand Sayyed and Mrs. Mosma Saleem Sayyed	C– 79.57 + B– 28.19	4.04 %
Fourth Floor Unit / Flat No. 404	Mr. Asifkhan Rasulkhan Pathan and Mrs. Mumtaz Asifkhan Pathan	C– 61.09 + B– 22.34	3.11 %
Fifth Floor Unit / Flat No. 501	Mr. Chaudhary Niyaz Ahmad Babu Raza	C– 70.42 + B– 13.97 + T – 3.69	3.28 %
Fifth Floor Unit / Flat No. 502	Unsold i.e. M/s. Creative Constructions	C– 70.47 + B– 13.97 + T – 3.69	3.28 %
Fifth Floor Unit / Flat No. 503	Mr. Tausif Ahemad Gulam Abid Deshmukh and Mrs. Sumaiyya Tausif Deshmukh	C– 79.57 + B– 28.19	4.04 %
Fifth Floor Unit / Flat No. 504	Mr. Asgar Hyder Baig	C– 61.09 + B– 22.34	3.11 %
Sixth Floor Unit / Flat No. 601	Mr. Shoaib Allahrakha Panja and Mrs. Rubina Shoaib Panja	C– 70.42 + B– 13.97 + T – 3.69	3.28 %

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Sixth Floor Unit / Flat No. 602	Mr. Wazidali Babullah Choudhari and Mrs. Iqramun Nisha Wazidali Choudhari	C– 70.47 + B– 13.97 + T – 3.69	3.28 %
Sixth Floor Unit / Flat No. 603	Mr. Abdul Malik Abdul Karim Khan and Mrs. Nazma Abdul Malik Khan	C– 79.57 + B– 28.19	4.04 %
Sixth Floor Unit / Flat No. 604	Mr. Ridwan Daud Pathan and Mrs. Sadaf Ridwan Pathan	C– 61.09 + B– 22.34	3.11 %
Seventh Floor Unit / Flat No. 701	Mr. Abdulmobin Jikari Shaikh and Mrs. Najama Mobin Shaikh	C– 70.42 + B– 13.97 + T – 3.69	3.28 %
Seventh Floor Unit / Flat No. 702	Unsold i.e. M/s. Creative Constructions	C– 70.47 + B– 13.97 + T – 3.69	3.28 %
Seventh Floor Unit / Flat No. 703	Mr. Jaweed Ahmed Ansari and Mrs. Mrs. Farhana Jaweed Ansari	C– 79.57 + B– 28.19	4.04 %
Seventh Floor Unit / Flat No. 704	Mr. Sanaullah Samsullah Khan and Mrs. Sabrunnisha Sanaullah Khan	C– 61.09 + B– 22.34	3.11 %
TOTAL			100 %

b) The proportionate representation for voting purpose as provided hereinabove may be limited in accordance with the provisions of bye-laws attached hereto as Exhibit "B".

c) Association of Apartment and percentage of voting and / or undivided interest in the common areas and facilities appertaining to the Apartment / Apartments are not encumbered in any manner on the date of the this Declaration.

(23) That the administration of the **PARADISE MEADOWS APARTMENT CONDOMINIUM** consisting as above of the building and parcel of land described in clauses first and fifth of this deed shall be in accordance with the provisions of this deed and that provisions of the bye – laws, which are made a part of this deed and are attached hereto as Exh. – B.

(24) That it appears above "A" plans of ownership is hereby declared under the subject to the provisions of Maharashtra Ownership Act 1970 so that the apartment units may be conveyed and registered as having its own exit to the common areas and

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facilities of the building , each apartment owner having exclusive and particular right, title and interest over his respective unit and in addition, specified undivided interest in the common areas and facilities and restricted common areas and facilities.

(25) That for the purpose of stamp duty and Registration fees to be imposed on the registration of this deed in the Register of the Declaration and deeds of Apartment Under Sec 13(5) the value of the PARADISE MEADOWS APARTMENT CONDOMINIUM is distributed as follows :-

Parcel of land together with structure thereon as described in the Schedule hereunder is valued as per Books of Accounts.

(26) That so long as the Grantor owns one of the family / commercial units the Grantor shall be subject to the provisions of this deed and of the Exhibits "A" and "B" attached hereto and the Grantor 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 reason of the establishment of PARADISE MEADOWS APARTMENT CONDOMINIUM.

(27) That the general and / or restricted common areas and facilities shall remain undivided and no Apartment Owners shall bring any action for partition/change or division thereof.

(28) That the percentage of the undivided interest in the General and / or restricted common area and facilities established herein shall not be changed except with the unanimous consent of all the apartment owners expressed in amendment to this deed duly registered.

(29) That the undivided interest in the general and / or restricted common areas and facilities shall not be separated from the family / commercial 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 others instrument.

(30) That each apartment owner shall comply with the provisions of this deed, the bye-laws, decisions and Resolutions of the Association of Apartment owner or its representatives, and failure to comply with any such provisions, decision or resolution shall be grounds for an action to recover sums due for damages or for injunction relief.

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(31) 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.

(32) That no apartment owner of a family / commercial Apartment / 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 restricted common areas and facilities or by the abandonment of his family / commercial unit.

(33) All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family / commercial unit shall constitute a charge on such family / commercial unit prior to all other charges except only (1) charge,. if any, on the family / commercial unit for payment of Government or municipal taxes or both, and (2) all sums unpaid on a first mortgage of the apartment.

(34) That all present or future owners, 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 of any of the family Apartments / Units in 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 / apartment unit shall not be rented or given on Leave and License or on Caretaker basis by the apartment owners, thereof for transient or hotel purpose, which shall be defined as (a) rental compensation or compensation for any period less than 30 days or (b) Any rental or if the occupant of the Apartment unit are provided customary hotel or boarding or lodging or paying guest services other than foregoing obligation, the apartment owners shall have absolute right to lease such unit or give it on Leave and License or Caretaker basis, provided that the said lease or leave and license or caretaker basis is made subject to the covenants and restrictions contained in this Declaration and further subject to the Bye-laws in Exh. "B" attached hereto.

(35) 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.

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(31)

(36) That where a family / commercial unit is sold by a mortgage in exercise of this 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 family / commercial unit, then neither the mortgagee nor the purchaser who derives title to the family / commercial 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.

(37) The Grantor shall be entitled to consume any increased F.S.I. as per T.D.R. Rules of Nashik Municipal Corporation, Nashik, then even after completion of the building and obtaining completion certificate, the Grantor have right to utilize the said F.S.I. exclusively by carrying out necessary constructions over the terrace and also over the family / apartment units referred above, while utilizing the increased F.S.I. the said terrace occupier / occupant and other family / commercial apartment unit holders shall not have any right to obstruct for using the said F.S.I. for construction purpose by the Grantor. The Grantor may also construct the said extended F.S.I. by extension pillars from outside of the present building in the marginal spaces of the building. While erecting the said pillars, if the area of the any family / commercial apartment unit is increased, then the said family / commercial apartment unit will have to give co-operation and will have to pay necessary charges for construction of their property. However, in case there is any increase in the said F.S.I. rules by the concerned authorities in the future and resultant increase thereof in the F.S.I. and allowance of further construction thereof the right of for causing such increase construction over the terrace is strictly reserve for the Grantor and in that case the Grantor will have an exclusive right to construct upper floor over the said Building and dispose of the right to construct, such increase construction or the constructed premises thereof in favour of any person, firm or institution of his choice and upon such terms and conditions and consideration as deem fit by the Grantor.

(38) That in a voluntary conveyance of a family / commercial unit the guarantee of the unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association of Apartment Owners, against the latter for his share of the common expenses up to the time of the grant or conveyance



without prejudice tot the grantee's 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 of Managers of the Association, as the case may be, setting forth the amount of the unpaid assessments against the Grantor due to the Association and such grantee shall not be liable for nor shall the family / commercial unit conveyed be subject to charge for, any unpaid assessments made by the Association of Apartment Owners against the Grantor in excess of the amount therein set forth.

(39) 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 / commercial units but without prejudicial to the right of the owner of a family / commercial unit to obtain individual family / commercial unit insurance.

(40) That insurance premium for any bank, 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.

(41) That the construction of building is already completed, the construction is done by the Grantor themselves, and, therefore, the Grantor reserve the right to use the common and general areas and facilities and also reserve the right to modify the plan if necessary in such a manner as they deem fit, without effecting in any manner the common and restricted interest of the owners of the Apartment-units.

(42) 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 of the same will be necessary and in pursuance of the resolution passed the Board of Managers will be entitled to effect such amendment if registered.

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

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:: SCHEDULE ::
:: THE SCHEDULE HEREINABOVE REFERRED ::

All that piece and parcel of the non agricultural property situated in Layout bearing Plot No. 1 to 2 and 6, area adm. 979.02 Sq.Mtrs. from and out of Survey No. 810/A/A 6 to 12 / 810 A/22 B/863 B 1/1/1 to 2 and 6/Plot No. 1 to 2 and 6, situated at Village Nashik, Taluka and District Nashik, within the limits of Nashik Municipal Corporation, Nashik and the said plot is bounded as below : -

On or towards		By
East	:	18.00 Mtrs. D.P. Road
West	:	Adj. Plot No. 3 and 5
South	:	Colony Road
North	:	Colony Road

Together with all rights of roads, common ways, easementary rights etc.

IN WITNESS WHEREOF THE GRANTOR HAVE SET HIS HAND ON THIS DECLARATION ON THIS 02ND DAY OF MAY IN THE YEAR TWO THOUSAND TWENTY TWO AT NASHIK.

SIGNED, SEALED & DELIVERED
by the GRANTOR (LAND OWNER) -

M/S. CREATIVE CONSTRUCTIONS,
A Partnership Firm,
Through it's Partner -

1. **MR. SHAILESHKUMAR BADRIPRASAD KESHARWANI,**





2. **MRS. ANJANA SHAILESHKUMAR KESHARWANI**



