

भारतीय गैर न्यायिक

भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

2018

AK 681712

नसन-४
सं. १३३०
१ - ७६



TREASURY OFFICE NASHIK
6 FEB 2019
STPHC ATO

SHREE
DEED OF DECLARATION UNDER
APARTMENT OWNERSHIP ACT
FORM - A

This Declaration under the Apartment Ownership Act made and
executed on this 08th day of February in the year 2019 AT NASHIK



08/02/2019

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 4

दस्त क्रमांक : 1330/2019

नोदणी :

Regn.63m

गावाचे नाव : विल्होळी

(1) विलेखाचा प्रकार घोषणापत्र

(2) मोबदला 1

(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) 0

(4) भू-मापन, पोटहिस्ता व घरक्रमांक (असल्यास)

1) पालिकेचे नाव: नाशिक म.न.पा. इतर वर्णन : इतर माहिती: जीजे विल्होळी, ता. जिल्हा नाशिक, विल्होळी शिवारातील सर्व्हे नं. 135/1 प्लॉट नं. 1+2 या वरील ओम अपार्टमेंट बिल्डिंग आणि बिल्डिंग बी यासी क्षेत्र 1742.40 चौ.मी. (Survey Number : 135/1 ; Plot Number : 1+2 ;)

(5) क्षेत्रफळ

1) 1742.00 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.

1): नाव: - - कबीर इस्टेट्स प्रोप्रायटरी फार्म लॉफे प्रोप्रायटरी श्री. भावीन हेमंतकुमार भरतिया वय: -36; पत्ता: - प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं. कॅनडा कॉर्नर नाशिक, महाराष्ट्र, शास्: ई.क्र. पिन कोड: -422005 पॅन नं.: -CBFPB9124E

(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता

(9) दस्तऐवज करून दिल्याचा दिनांक 08/02/2019

(10) दस्त नोंदणी केल्याचा दिनांक 08/02/2019

(11) अनुक्रमांक, खंड व पृष्ठ 1330/2019

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क 500

(13) बाजारभावाप्रमाणे नोंदणी शुल्क 100

(14) शेरा

सूची क्र. II
नोंदणी नंतरची प्रथम प्रत
अस्थायी वरिष्ठकुल नवकल

सह. दुय्यम निबंधक वर्ग-२

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारानुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

Affidavit





नसन-४	
क्र. 9330	12/201
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On or towards-

East	-	18 Mtr. Road
West	-	Sarul Sheev
South	-	Shop No. 3
North	-	Shop No. 1

Its entrance has access to the space in front of the shops on the Ground floor. The commercial unit consists of the facilities as shown on the plan attached hereto. As of today said unit is unsold and remains with the Grantor.

Commercial Shop No. 3

It is a Commercial Shop, totally measuring 15.75 Sq.Mtrs. carpet corresponding to 169.53 sq. feet as specifically shown in Exhibit "A" of this Deed, and its boundaries are as shown below:-

On or towards-

East	-	18 Mtr. Road
West	-	Sarul Sheev
South	-	Shop No. 4
North	-	Shop No. 2

Its entrance has access to the space in front of the shops on the Ground floor. The commercial unit consists of the facilities as shown on the plan attached hereto. Said unit is sold to Mrs. Sushila Savkar Avhad vide Agreement for Sale registered at Sr. No. 3479/2017 dtd. 26/05/2017.

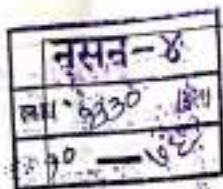
Commercial Shop No. 4

It is a Commercial Shop, totally measuring 17.04 Sq.Mtrs. carpet corresponding to 183.42 sq. feet as specifically shown in Exhibit "A" of this Deed, and its boundaries are as shown below:-

On or towards-

East	-	18 Mtr. Road
West	-	Sarul Sheev
South	-	Shop No. 5
North	-	Shop No. 3

Its entrance has access to the space in front of the shops on the Ground floor. The commercial unit consists of the facilities as shown on the plan attached hereto. Said unit is sold to Mr. Vijay Prabhakar Chate & Mrs. Satyabhama Vijay Chate vide Agreement for Sale registered at sr. no. 3015/2018 dtd. 27/03/2018.



Commercial Shop No. 5

It is a Commercial Shop, totally measuring 12.31 Sq.Mtrs. carpet corresponding to 132.50 sq. feet as specifically shown in Exhibit "A" of this Deed, and its boundaries are as shown below:-

On or towards-	
East	- 18 Mtr. Road
West	- Sarul Sheev
South	- Shop No. 6
North	- Shop No. 4

Its entrance has access to the space in front of the shops on the Ground floor. The commercial unit consists of the facilities as shown on the plan attached hereto. Said unit is sold to Mr. Vijay Prabhakar Chate & Mrs. Satyabhama Vijay Chate vide Agreement for Sale registered at sr. no. 3017/2018 dtd. 27/03/2018.

Commercial Shop No. 6

It is a Commercial Shop, totally measuring 12.60 Sq.Mtrs. carpet corresponding to 136.60 sq. feet as specifically shown in Exhibit "A" of this Deed, and its boundaries are as shown below:-

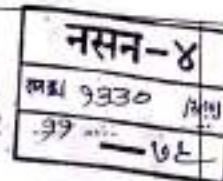
On or towards-	
East	- 18 Mtr. Road
West	- Sarul Sheev
South	- Shop No. 7
North	- Shop No. 5

Its entrance has access to the space in front of the shops on the Ground floor. The commercial unit consists of the facilities as shown on the plan attached hereto. Said unit is sold to Mr. Vijay Prabhakar Chate & Mrs. Satyabhama Vijay Chate vide Agreement for Sale registered at Sr. No. 3014/2018 dtd. 27/03/2018.

Commercial Shop No. 7

It is a Commercial Shop, totally measuring 17.18 Sq.Mtrs. carpet corresponding to 184.93 sq. feet as specifically shown in Exhibit "A" of this Deed, and its boundaries are as shown below:-

On or towards-	
East	- 18 Mtr. Road
West	- Sarul Sheev
South	- Shop No. 8
North	- Shop No. 6



Its entrance has access to the space in front of the shops on the Ground floor. The commercial unit consists of the facilities as shown on the plan attached hereto. Said unit is sold to Mr. Vijay Prabhakar Chate & Mrs. Satyabhama Vijay Chate vide Agreement for Sale registered at sr. no. 3013/2018 dtd. 27/03/2018.

Commercial Shop No. 8

It is a Commercial Shop, totally measuring 15.29 Sq.Mtrs. carpet corresponding to 172.32 sq. feet as specifically shown in Exhibit "A" of this Deed, and its boundaries are as shown below:-

On or towards-	
East	- 18 Mtr. Road
West	- Sarul Sheev
South	- Shop No. 9
North	- Shop No. 7

Its entrance has access to the space in front of the shops on the Ground floor. The commercial unit consists of the facilities as shown on the plan attached hereto. Said unit is sold to Mr. Manoj Sunesh Kumavat & Mrs. Sangenta Manoj Kumavat vide Agreement for Sale registered at sr. no. 3000/2018 dtd. 11/04/2018.

Commercial Shop No. 9

It is a Commercial Shop, totally measuring 16.94 Sq.Mtrs. carpet corresponding to 182.34 sq. feet as specifically shown in Exhibit "A" of this Deed, and its boundaries are as shown below:-

On or towards-	
East	- 18 Mtr. Road
West	- Sarul Sheev
South	- Shop No. 10
North	- Shop No. 8

Its entrance has access to the space in front of the shops on the Ground floor. The commercial unit consists of the facilities as shown on the plan attached hereto. As of today said unit is unsold and remains with the Grantor.

Commercial Shop No. 10

It is a Commercial Shop, totally measuring 9.97 Sq.Mtrs. carpet corresponding to 107.32 sq. feet as specifically shown in Exhibit "A" of this Deed, and its boundaries are as shown below:-

नस-४
प्लॉट १३३० (म/म)
२९-७६



On or towards-	18 Mtr. Road
East	Sand Sheev
West	Wall Compound
South	Shop No. 9
North	

its entrance has access to the space in front of the shops on the Ground floor. The commercial unit consists of the facilities as shown on the plan attached hereto. Said unit is sold to Mr. Arun Amarsingh Chauhan vide Agreement for Sale registered at sr. no. 5578/2017 dtd. 09/08/2017.

RESIDENTIAL UNITS ON FIRST FLOOR IN WING A

Flat no. 1-

It is a Residential Apartment, totally measuring 32.68 Sq.Mtrs. Carpet area + Enclosed Balcony of 1.74 sq. meters + Open Balcony of 5.40 sq. meters corresponding to 428.63 sq. feet as specifically shown in Exhibit "A" of this Deed, and its boundaries are as shown below:-

On or towards-	Lobby
East	-
West	- Parking
South	- Stair Case & Lift
North	- Flat No. 2

Its main door has access to the corridor of the First floor. The family unit consists of the 1 room + 1 living room + 1 Kitchen, 1 toilets + 2 balconies amenities, and facilities as shown on the plan attached hereto. As of today said unit is unsold and remains with the Grantor.

Flat no. 2-

It is a Residential Apartment, totally measuring 32.89 Sq.Mtrs. Carpet area + Enclosed Balcony of 1.74 sq. meters + Open Balcony of 5.27 sq. meters corresponding to 429.49 sq. feet as specifically shown in Exhibit "A" of this Deed, and its boundaries are as shown below:-

On or towards-	Lobby
East	-
West	- Parking
South	- Flat No. 1
North	- Wall Compound

Its main door has access to the corridor of the First floor. The family unit consists of the 1 room + 1 living room + 1 Kitchen, 1 toilets + 2 balconies amenities, and facilities as shown on the plan attached hereto. As of today said unit is unsold and remains with the Grantor.

नस-४
प्लॉट १३३० (म/म)
२९-७६



Flat no. 3-

It is a Residential Apartment, totally measuring 33.34 Sq.Mtrs. Carpet area + Enclosed Balcony of 1.74 sq. meters + Covered Terrace of 8.67 sq. meters corresponding to 439.68 sq. feet as specifically shown in Exhibit "A" of this Deed, and its boundaries are as shown below:-

On or towards-	18 Mtr. Road
East	-
West	- Flat No. 2
South	- Flat No. 4
North	- Wall Compound

Its main door has access to the corridor of the First floor. The family unit consists of the 1 room + 1 living room + 1 Kitchen, 1 toilets + 2 balconies amenities, and facilities as shown on the plan attached hereto. Said unit is sold to Mr. Sharad Vishnu Navale & Mrs. Ashwini Sharad Navale vide Agreement for Sale registered at sr. no. 362/2019 dtd. 11/01/2019.

Flat no. 4-

It is a Residential Apartment, totally measuring 31.83 Sq.Mtrs. Carpet area + Enclosed Balcony of 1.74 sq. meters + Covered Terrace of 5.31 sq. meters corresponding to 418.51 sq. feet as specifically shown in Exhibit "A" of this Deed, and its boundaries are as shown below:-

On or towards-	18 Mtr. Road
East	-
West	- Lobby
South	- Flat No. 5
North	- Flat No. 3

Its main door has access to the corridor of the First floor. The family unit consists of the 1 room + 1 living room + 1 Kitchen, 1 toilets + 2 balconies amenities, and facilities as shown on the plan attached hereto. As of today said unit is unsold and remains with the Grantor.

Flat no. 5-

It is a Residential Apartment, totally measuring 31.93 Sq.Mtrs. Carpet area + Enclosed Balcony of 1.74 sq. meters + Covered Terrace of 5.31 sq. meters corresponding to 418.51 sq. feet as specifically shown in Exhibit "A" of this Deed, and its boundaries are as shown below:-

On or towards-	18 Mtr. Road
East	-
West	- Lobby
South	- Flat No. 6
North	- Flat No. 4

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सू.प्र. १९३०	१९९९
५	७६



M/s Kabir Estates, proprietorship concern

Through proprietor,

Mr. Bhavin Hemantkumar Bharatia

Age: 36 Years, Occupation: business

PAN: CBFPB 9124 E

R/o: Viraj Corner, Canada Corner, Nashik.

Hereinafter referred to as the **GRANTOR** (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the said person, his heirs, legal representatives, executors, administrators) of the **FIRST PART**.

Do hereby state-

FIRST-

That the Grantor owns the following land, situated at Vilholi, Tal. Dist. Nashik, which is described as follows -

All that piece and parcel of property bearing Plot No. 1+2 admeasuring 1742.40 sq. meters out of Survey Number 135/1, situated at Village Vilholi, Taluka & District Nashik, which is bounded as -

East	-	18 meter road.
West	-	SaralSheev.
South	-	Adjoining S. No. 107.
North	-	Open Space.

WHEREAS land bearing Plot Number 1 & 2 from and out of Survey No. 135/1 situated at Village Vilholi, Taluka & District Nashik as described above is owned and possessed by GRANTOR.

AND WHEREAS said plot are from and out of larger land for which final layout is sanctioned by Sub Divisional Officer, Nasik Sub Division, Nasik numbered at Krajama/NASR/16/2014 dtd. 26.8.2014 and vide letter of Assistant Director of Town Planning, Town Planning Department, Nasik numbered Bi She P/AntimRekhankan/MoujeVilholi, Ta. Ji. Nasik/Gat No. 135/1/Sa S. Na./2241 dtd. 20.8.2014.

AND WHEREAS non agricultural permission has been issued by Sub Divisional Officer vide permission number Krajama/NASR/16/2014 dtd. 5.6.2014.

AND WHEREAS the Vendor herein has purchased Plot Number 1 & 2 from the said layout from Mr. RajendraRasiklal Shah vide sale deed dated and

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अम. १३३० / २०१९
४९ — ७६



TWENTY FIRST:-

That in a voluntary conveyance of a unit the guarantee of the unit shall be jointly and severally liable with the Grantors for all unpaid assessments by the Association of Apartment Owners, against the latter for his share of the common express upto the time of the grant or conveyance without prejudice to 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 Grantors due to the Association and such granted shall not be liable for nor shall the unit conveyed be subject to a charge for any unpaid assessments made by the Association of Apartment Owners against the Grantors in excess of the amount therein set forth.

TWENTY SECOND:-

That the Manager or Board of 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 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.

IN WITNESS WHEREOF the Grantors as aforesaid hereto set their hands on this 08th day of February in the year 2019.

SIGNED, SEALED & DELIVERD
BY WITHIN NAMED GRANTOR

M/s Kabir Estates, proprietorship concern
Through proprietor,
Mr. Bhavin Hemantkumar Bharatia



IN THE PRESENCE OF WITNESSES:-

1.
मंजोष गायकी

हनुमान
भाकिराव

DRAFTED

BY MF

नसम-४

सम १३३० (पृष्ठ)
४८ - ४९

EXHIBIT "A"

The plan is attached herewith.

EXHIBIT "B"
BYE LAWS OF DM APARTMENT

WING A

PERCENTAGE OF VOTING OF THE COMMERCIAL SHOP HOLDERS

Shop no.	Holders name	Voting %
01	Unsold with grantor.	0.83
02	Unsold with grantor.	0.61
03	Unsold with grantor.	0.84
04	Mrs. Sushila Sawarkar.	0.91
05	Mr. Vijay Prabhakar Chate.	0.66
06	Mr. Vijay Prabhakar Chate.	0.68
07	Mr. Vijay Prabhakar Chate.	0.91
08	Mr. Manoj Suresh Kumawat.	0.88
09	Unsold with grantor.	0.91
10	Mr. Arun Anant Singh Chauhan.	0.51

PERCENTAGE OF VOTING OF THE RESIDENTIAL PREMISE HOLDERS

Flat no.	Holders name	Voting %
1	Unsold with grantor.	1.75
2	Unsold with grantor.	1.76
3	Unsold with grantor.	1.73
4	Unsold with grantor.	1.70
5	Unsold with grantor.	1.70
6	Mr. Sandeep Ravikiran Ighare.	1.78
7	Unsold with grantor.	1.75
8	Mr. Chandrakant Dada Salve.	1.76
9	Unsold with grantor.	1.74
10	Unsold with grantor.	1.75
11	Mrs. Tejashree Ravindra Khambekar.	1.75
12	Mr. Amit Dilip Manav.	1.81
13	Unsold with grantor.	1.75
14	Mr. Gaurav Suresh Bane.	1.76
15	Mr. Balak Ramchandra Bhavnath.	1.74
16	Unsold with grantor.	1.75
17	Unsold with grantor.	1.75

नसम-४

सम १३३० (पृष्ठ)
४३ - ४९

18	Mr. Salish Madhukar Sene.	1.81
19	Unsold with grantor.	1.75
20	Unsold with grantor.	1.76
21	Unsold with grantor.	1.74
22	Unsold with grantor.	1.75
23	Unsold with grantor.	1.75
24	Mr. Abul Santu Gawai.	1.81
25	Mr. Ramu Javahir Gour.	1.74
26	Unsold with grantor.	1.75
27	Unsold with grantor.	1.75
28	Unsold with grantor.	1.80
29	Unsold with grantor.	2.21

WING B

PERCENTAGE OF LAND AREA TO RESIDENTIAL PREMISE HOLDERS

Flat no.	Holders name	Voting %
1	Unsold with grantor.	1.22
2	Unsold with grantor.	1.23
3	Unsold with grantor.	1.22
4	Unsold with grantor.	1.18
5	Unsold with grantor.	1.18
6	Unsold with grantor.	1.18
7	Unsold with grantor.	1.22
8	Mrs. Sunanda Sunil Sonar.	1.22
9	Mrs. Sunanda Sunil Sonar.	1.22
10	Unsold with grantor.	1.22
11	Unsold with grantor.	1.18
12	Unsold with grantor.	1.18
13	Unsold with grantor.	1.18
14	Unsold with grantor.	1.22
15	Mr. Yogesh Kacharu Chaudhary.	1.22
16	Mr. Yogesh Kacharu Chaudhary.	1.22
17	Unsold with grantor.	1.22
18	Unsold with grantor.	1.18
19	Unsold with grantor.	1.18
20	Unsold with grantor.	1.18
21	Unsold with grantor.	1.22
22	Unsold with grantor.	1.22
23	Mr. Navroth Vishnu Dhangade.	1.22
24	Unsold with grantor.	1.22
25	Unsold with grantor.	1.18
26	Unsold with grantor.	1.18
27	Unsold with grantor.	1.18
28	Unsold with grantor.	1.22

नसम-४	
क्र.सं.	१३३०
४४	५६



29	Unsold with grantor.	1.22
30	Unsold with grantor.	1.18
31	Unsold with grantor.	1.18
32	Unsold with grantor.	1.18
33	Unsold with grantor.	1.22
34	Unsold with grantor.	1.23

SHORT TITLE AND APPLICATION:-

- These by laws may be called the bye-laws of the OM APARTMENT.
- The Provisions of these by laws apply to the OM APARTMENT.

All present or future owners, tenants, future tenants or their employees or any other person that might use the facilities of the building in any manner, are subject to the regulations set forth in these by laws.

Mere acquisition or rental or taking or license of any of the units of the building or mere act of occupancy of any of the said unit will signify these bye-laws are accepted, ratified and will be complied with.

3. DEFINITION:-

- [1] In these bye-laws unless the context requires otherwise,
- "Act" means the Maharashtra Apartment Ownership Act, 1970.
 - "Association" means the Association of all the Apartment owners constituted by such owners for the purpose of the OM APARTMENT.
 - "Board" means as Board of Managing Committee of Five persons all of whom shall be owners of apartment in the OM APARTMENT.
 - "Building" means the building constructed on the property bearing Plot No. 1+2 admeasuring 1742.40 sq. meters out of Survey Number Survey Number 135/1, situated at Village Vilholi, within the limits of Taluka & District Nashik, and known as OM APARTMENT, and includes the land forming part thereof.
 - "Declaration" means the Declaration, which the Sole owner of the building or all the owners of the building have executed and registered as provided in Section 2.
 - "Majority of Owners" means the owners holding 51 percentage of the votes in accordance with the percentage assigned in the Declaration.



08/02/2019 5:55:47 PM

दस्तावेज क्रमांक: नमन4/1330/2019

दस्तावेज प्रकार: पोपपापत्र

दस्तावेज गोप्यता भाग-2

नमन4

दस्तावेज क्रमांक: 1330/2019

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:- कबीर इस्टेट्स प्रोप्रायटरी फार्म लॉफे प्रोप्रायटरी श्री. भावीन हेमंतकुमार भरतिपा पत्ता: प्लॉट नं:-, माळा नं:-, इमारतीचे नाव:-, ब्लॉक नं:-, रोड नं:- वीजहा कॉर्नर नाशिक, महाराष्ट्र, पिन कोड:- मोबा नंबर:-CBFPB9124E	निवृत्त देणार वय:-36 स्वाक्षरी:- 		

नवीन दस्तऐवज करून देणार तथाकथीत पोपपापत्र चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ: 08 / 02 / 2019 05 : 54 : 33 PM

शेळख:-

मालीन इमम असे निवेदीत करताना की ते दस्तऐवज करून देणा-यांनी व्यक्तीस ओळखतात, व त्यांची शेळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:- मंदिप रामकिशन ईशारे वय:31 पत्ता:नाशिक पिन कोड:422005	स्वाक्षरी 		
2	नाव:- राहुल अरुण देवरे वय:28 पत्ता:नाशिक पिन कोड:422005	स्वाक्षरी 		

शिक्का क्र.4 ची वेळ: 08 / 02 / 2019 05 : 55 : 38 PM

शिक्का क्र.5 ची वेळ: 08 / 02 / 2019 05 : 55 : 41 PM नोंदणी पुस्तक 1 मध्ये

सह Joint Sub Registrar नाशिक-२

नाशिक-४ EPayment Details.

sr.	Epagement Number
1	0802201907466
2	0802201908098

Defacement Number

0802201907466D
0802201908098D

प्रमाणित करण्यात येते की,
या दस्तामध्ये एकूण ७६ पाने आहेत.

सह. दुय्यम निबंधक वर्ग-२
नाशिक-४.

पुस्तक क्रमांक १, प्रमांक
१३३०

१३३०/२०१९

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नाशिक-४.