



CHALLAN
MTR Form Number-6



RN MH002824176201819E		BARCODE		Date 18/06/2018-17:24:32		Form ID 25.1	
Department Inspector General Of Registration				Payer Details			
Stamp Duty				TAX ID (If Any)			
Type of Payment Registration Fee				PAN No.(If Applicable)			
Office Name NSK3_NASHIK 3 JOINT SUB REGISTRAR				Full Name		Bhagya Developer	
Location NASHIK				Flat/Block No.		S.No. 35/1 P.No. 15 16 at Makhmalabad	
Year 2018-2019 One Time				Premises/Building			
Account Head Details		Amount In Rs.		Road/Street		area adm. 559.00 sq.mtrs.	
030046401 Stamp Duty		100.00		Area/Locality		Nashik	
030063301 Registration Fee		100.00		Town/City/District			
				PIN		4 2 2 0 0 3	
नस-३ रस.क. (4000) / 2018 9-28 JOINT SUB-REGISTRAR NASHIK				Remarks (If Any)			
				SecondPartyName=NA			
				Amount In		Two Hundred Rupees Only	
Total				Words			
Payment Details UNION BANK OF INDIA				FOR USE IN RECEIVING BANK			
Cheque-DD Details				Bank CIN	Ref. No.	02901792018061816532 30083247	
Cheque/DD No.				Bank Date	RBI Date	18/06/2018-17:25:47 Not Verified with RBI	
Name of Bank				Bank-Branch		UNION BANK OF INDIA	
Name of Branch				Scroll No. , Date		Not Verified with Scroll	

:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : 9595098902
 दूर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्त्यासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी सदर चलन लागू होई.

Bhagya

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 120720187009	Date 12/07/2018
Received from mae. bhagya devalpar tarfe bhag:dar shri. rimesh jethatal ramani, Mobile number 9420232444, an amount of Rs.480/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office Joint S.R.Nashik 3 of the District Nashik.	
Payment Details	
Bank Name UBIN	Date 12/07/2018
Bank CIN 100C4152018071206142	REF No. 91416614
This is computer generated receipt, hence no signature is required.	

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!! SHREE !!

DECLARATION UNDER APARTMENT OWNERSHIP ACT

FORM-A

In the City, Town, Village, Taluka & District Nashik on this 19th day of June, 2018.

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BHAGYA DEVELOPER PARTNERSHIP FIRM (PAN - AANFB 8830 A)

THROUGH ITS PARTNER,

MR. RIMESH JETHALAL RAMANI,

Age : 32 yrs., Occ.: Business,

Address : 04, Bhagya Laxmi Apartment, Mahalaxmi Nagar, Hirawadi Road, Panchawati, Nashik - 422003.

Herein after referred to as the **GRANTOR/BUILDER/LAND-OWNER** (Which expression shall unless it be repugnant to the lands, context or meaning thereof mean and include its other partner, executor, assigns etc. their heirs, executors, administrator etc.) :

Who is fully empowered and qualified to execute this deed :

FIRST :

That the land owner were absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pieces and parcel of land situated, lying and being at Nashik, within the limits of Nashik Municipal Corporation Nashik and also within the limits of Nashik Urban Agglomeration limits, Nashik within the Registration Sub Registration District Nashik bearing Plot no. 15+16 admeasuring total area 559.00 Sq. Mtrs. out of Survey No. 35/1 situated at MAKHMALABAD, and bounded as below :-

<u>Plot No. 15</u>	<u>Plot No. 16</u>
On or towards East : By Plot No. 16	By Plot No. 17
On or towards West : By 7.50 mtr. wide Road	By Plot No. 15
On or towards South : By property bearing S.No. 35/2	By property bearing S.No. 35/2
On or towards North : By 9.00 mtr. wide Road	By 9.00 mtr. wide Road
As per the area of the plot shown on the 7/12 Extract, the F.S.I. available for the construction is in the ratio of 1:1.	

The Plot no. 15+16 out of S. No. 35/1 described above by Grantor purchased by Registered Sale Deed from Mr. Ravindra Yogiraj Thakur. The Said Sale Deed is registered at Sr. No. 2275/2015 on 10/04/2015 at Sub Registrar Office, Nashik. By Virtue of Sale deed, the name of the owner was Mutated in the record by certifying M. E. No. 32383.

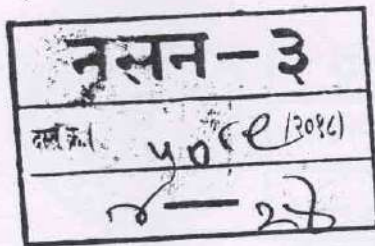
And by Virtue of the said Sale Deed in respect of the said property, the Grantor hereby has absolute right to develop the said plot by constructing building there on as per the approved plans.

SECOND :

The Property described above is also converted to non Agricultural use as per the order of Collector, Nashik as per order No. Mah/Kaksh-3/Bi.she.pra.kra./215/2012 Dated : 28/05/2012. The lay-out plan of the above described property is sanctioned by Nashik Municipal Corporation, Nashik vide order No. Ja.No./Nagarrachna vibhag/Panchawati/C-2/143 dtd. 03/02/2015.

THIRD :

That, the Grantor have Completed construction of building upon the parcel of land described above, a building known as "BHAGYA HARI ROW BUNGALOW", According to the plans attached hereto exhibit "A" which were approved by the Nashik Municipal Corporation, Nashik as per the Building Permission No. LND/BP/C-2/604/5204 dated 23-12-2016. and the said building permission is for Residential purpose. The Grantor Complete the building as per the approved building plan and in respect of the said building the Nashik Municipal Corporation



has issued Completion certificate Letter no. Javak No./Narvi/21787/16009 dtd. 15/02/2018.

The said building consists of ground floor, one upper floor. In the said building, there are 07 Family Residential Units. They are all capable of individual utilization, on account of having their own exit to a common area and facility of the building and the apartment will be sold to one or more owners each owner obtaining a particular and exclusive property right hereto and each apartment constituting a heritable and transferable, the present plot & T.D.R. as per new rules, 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 construction over the terrace area and also over the family unit Nos. 01 to 07 referred above. The present building in the marginal spaces of the building. While erecting the said pillars, if the area of any family unit is increased, then the said family unit holder will have to give co-operation and will have to pay necessary charges for the construction of their property.

FOURTH:

That this condominium shall be known as **BHAGYA HARI ROW BUNGALOW CONDOMINIUM** and that the family units and common areas and facilities of the building will be as follows;

There are seven family units in the building bearing Row Bungalow No. 01 to 07.

FAMILY UNITS

01) Family Unit No. 01 : UNSOLD

It is a rectangular shaped apartment, Land area totally measuring **98.50 Sq. Mtrs. + Carpet Area of constructed Ground + First floor totally measuring 94.29 Sq. Mtrs. (i.e. 86.01 Sq. Mtrs. as per RERA)** as specifically shown on the plan attached hereto and market as Exhibit "A" of this Deed.

02) Family Unit No. 02 : UNSOLD

It is a rectangular shaped apartment, Land area totally measuring **98.00 Sq. Mtrs. + Carpet Area of constructed Ground + First floor totally measuring 94.29 Sq. Mtrs. (i.e. 86.15 Sq. Mtrs. as per RERA)** as specifically shown on the plan attached hereto and market as Exhibit "A" of this Deed.

03) Family Unit No. 03 : UNSOLD

It is a rectangular shaped apartment, Land area totally measuring **59.07 Sq. Mtrs. + Carpet Area of constructed Ground + First floor totally measuring 67.18 Sq. Mtrs. (i.e. 64.57 Sq. Mtrs. as per RERA)** as specifically shown on the plan attached hereto and market as Exhibit "A" of this Deed.

04) Family Unit No. 04 : UNSOLD

It is a rectangular shaped apartment, Land area totally measuring **59.07 Sq. Mtrs. + Carpet Area of constructed Ground + First floor totally measuring 67.18 Sq. Mtrs. (i.e. 64.57 Sq. Mtrs. as per RERA)** as specifically shown on the plan attached hereto and market as Exhibit "A" of this Deed.

05) Family Unit No. 05 : UNSOLD

It is a rectangular shaped apartment, Land area totally measuring **59.07 Sq. Mtrs. + Carpet Area of constructed Ground + First floor totally measuring 67.18 Sq. Mtrs. (i.e. 64.57 Sq. Mtrs. as per RERA)** as specifically shown on the plan attached hereto and market as Exhibit "A" of this Deed.

06) Family Unit No. 06 : UNSOLD

It is a rectangular shaped apartment, Land area totally measuring **59.07 Sq. Mtrs. + Carpet Area of constructed Ground + First floor totally measuring 67.18 Sq. Mtrs. (i.e. 64.57 Sq. Mtrs. as per RERA)** as specifically shown on the plan attached hereto and market as Exhibit "A" of this Deed.

07) Family Unit No. 07 : UNSOLD

It is a rectangular shaped apartment, Land area totally measuring **126.22 Sq. Mtrs. + Carpet Area of constructed Ground + First floor totally measuring 81.91 Sq. Mtrs. (i.e. 81.91 Sq. Mtrs. as per RERA)** as specifically shown on the plan attached hereto and market as Exhibit "A" of this Deed.

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2. COMMON AREAS AND FACILITIES :

- All that piece and parcel of the undivided land as described in the paragraph first of this deed.
- Plumbing network throughout the building.
- The foundation of main walls, columns, girders, beams and roofs of the building as described on the plan and shall form part of this Deed as Exhibit herewith attached.
- Common Septic tank of all the row houses is situated in the side margin of row house. The respective purchaser shall never raise any objection about the same and the purchaser shall allow the maintenance of the said septic tank.

RESTRICTED AREAS :

- That all the front side and back side marginal space shall be used and utilise by the respective individual apartment owner and nobody else. That the marginal space surrounding the corner units bearing No. 01 and 09 shall be available for use and enjoyment by the owner of the said units only and nobody else.
- If there is any change in use by the unit holders, and if there would have been any action by the concerned authorities by the change of use, then that will be the sole responsibility of that particular unit holder and the Grantors will not be held liable for such actions.

FIFTH :

- That the right, title and interest of each owner of the units in the general common area and facilities listed under sub- paragraph 2 of Fourth and their proportionate share in the profits and common expences in the said general common areas and facilities as well as the proportionate representation for land in the meeting of the Association of Apartment owners of the "BHAGYA HARI ROW BUNGALOW" CONDOMINIUM is based on the proportionate value of such unit to the total value of all units, as shown in a separate sheet attached herewith as Annexure-A.
- That the right, title, and interest of each owner of the units in the general common area and facilities listed under sub-paragraph 2 of Fourth and their proportionate share in the plots 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 Apartment owners of the "BHAGYA HARI ROW BUNGALOW" CONDOMINIUM is based on the proportionate value of such unit to the total value of all units, is as shown in a separate sheet attached to this Declaration as Annexure-B.
- The proportionate representation for voting purpose provided in (a) and (b) hereof may be limited in accordance with the provisions of bye-laws attached hereto as Exhibit-"B"
- 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.

SIXTH :

That the administration of "BHAGYA HARI ROW BUNGALOW" CONDOMINIUM consisting as aforesaid of the building and parcel of land described in Paragraph First and Fourth 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 Exhibit-B

SEVENTH :

That as appears above a plan of apartment ownership is hereby constituted under and

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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.

EIGHTH:

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).

NINETH:

That so long as the vendor/owners one or more of the units, the vendor shall be subject to the provisions of this Deed and of the Exhibits A and B attached hereto and the Vendor covenant to take no action which will adversely affect the rights of the Association of Apartment owners with respect of assurances against latent defects in the building or other rights assigned to the Association by the reason of the establishment of "BHAGYA HARI ROW BUNGALOW" CONDOMINIUM.

TENTH:

That, the general and/or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division there of.

ELEVENTH:

That the percentage of the undivided interest in the general and/or restricted common areas and facilities established herein shall not be changes except with the unanimous consent of all the apartment owners expressed in amendment to this Deed duly registered.

TWELFTH:

That the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the family units & commercial units to which it appertains and shall be deemed conveyed or encumbered with the unit eventhough such interest is not expressly mentioned or described in the conveyance or other instrument.

THIRTEENTH:

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 resolutions, shall be grounds for an action to recover sums.

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, of 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 of amendment, or removal of the property from the Plan by duly registered instrument.

FIFTEENTH:

That no apartment owner of 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 unit.

SIXTEENTH:

All sums assessed by the association but unpaid for the share of the common

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expenses chargeable to any family unit & commercial units shall constitute a charge on such family unit prior to all other charges except only (1) charges, 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, 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 units 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 unit shall not be rented or given on leave and license or care-taker 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 thirty days, or (b) any rental or if the occupants of the units are provided customary hotel or boarding or lodging or paying guest services other than the foregoing obligations, the apartment owners of the respective 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.

EIGHTEENTH:

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

NINETIETH:

That where a family unit & commercial 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 family unit, then neither the mortgagee nor the purchaser who derives title to the family unit & 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 constructed to prevent the Association of property insurance premium as such premiums become due.

TWENTIETH:

That in a voluntary conveyance of a family unit & commercial unit the guarantee of the unit shall be jointly and severally liable with the vendor 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 to the promoters and the confirming party right to recover from the Grantors the amounts paid by the grantee therefore. However, any such vendor 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 grantee shall not be liable for nor shall the family unit & commercial 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-FIRST:

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

TWENTY-SECOND:



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दस्त गोषवारा भाग-2

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दस्त क्रमांक:5089/2018

दस्त क्रमांक :नसन3/5089/2018

दस्ताचा प्रकार :-घोषणापत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:मे. भाग्य डेव्हलपर तर्फे भागीदार श्री. रिमेश जेठालाल रामाणी पत्ता:प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: 04, भाग्य लक्ष्मी अपार्टमेंट, महालक्ष्मी नगर, हिरावाडी रोड, पंचवटी, नाशिक., ब्लॉक नं:-, रोड नं:-, महाराष्ट्र. पिन कोड:422003 पॅन नंबर:AANFB8830A	लिहून देणार वय :-32 स्वाक्षरी:- 		

वरील दस्तऐवज करून देणार तयाकथीत घोषणापत्र चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्षा क्र.3 ची वेळ:12 / 07 / 2018 05 : 04 : 16 PM

ओळख:-

सदर इसम दुय्यम निबंधक यांच्या ओळखीचे असून दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:अॅड तुषार पुरषोत्तम पटेल वय:32 पत्ता:6अ, वसंत मिटी मॉल, पंचवटी कारंजा, नाशिक. पिन कोड:422003		

शिक्षा क्र.4 ची वेळ:12 / 07 / 2018 05 : 04 : 44 PM

शिक्षा क्र.5 ची वेळ:12 / 07 / 2018 05 : 04 : 46 PM नोंदणी पुस्तक 1 मध्ये

Joint Sub Registrar Nashik3

EPayment Details.

sr.	Epayment Number
1	120720187009
2	MH002824176201819E

Defacement Number
120720187009E
0002035812201819

प्रमाणित करण्यात येते की,
या दस्तामध्ये एकूण २४ पाने आहेत.

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

पुस्तक क्रमांक १, क्रमांक

५०८९ वर नोंदला.

दिनांक १२ नोव्हेंबर सन २०१८

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

Know Your Rights as Registrants

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2. Get print immediately after registration.



Please write to us at feedback.isarita@gmail.com