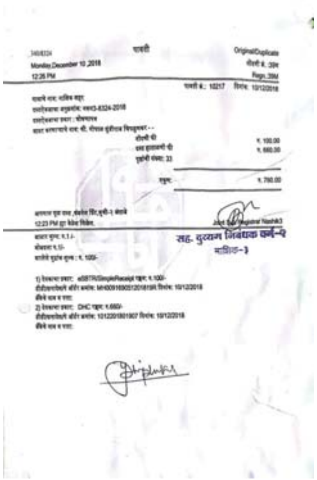


340/8324 पावती Original/Duplicate

Monday,December 10 ,2018 नोंदणी क्र. :39म

12:26 PM Regn.:39M

पावती क्र.: 10217 दिनांक: 10/12/2018

गावाचे नाव: नाशिक शहर

दस्तऐवजाचा अनुक्रमांक: नसन3-8324-2018

दस्तऐवजाचा प्रकार : घोषणापत्र

सादर करणाऱ्याचे नाव: श्री. गोपाळ धुंडीराज चिपळूणकर - -

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 660.00
पृष्ठांची संख्या: 33	
एकूण:	रु. 760.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 12:23 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Nashik3

सह. दुय्यम निबंधक वर्ग-२ नाशिक-3

बाजार मुल्य: रु.1 /-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 100/-

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.100/-

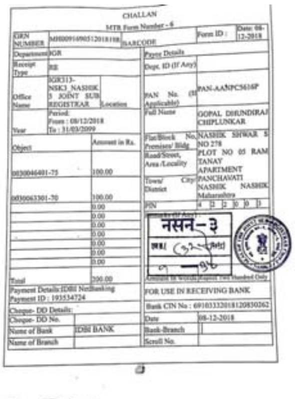
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH009149051201810R दिनांक: 10/12/2018

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.660/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 1212201801907 दिनांक: 10/12/2018

बँकेचे नाव व पत्ता:



CHALLAN

MTR Form Number - 6

GRN NUMBER	MH009149051201810R	BARCODE	Form ID : / Date: 08-12-2018
Department	IGR	Payee Details	
Receipt Type	RE	Dept. ID (If Any)	
Office Name	IGR313-NSK3_NASHIK 3 JOINT SUB REGISTRAR / Location	PAN No. (If Applicable)	PAN-AANPC5616P
Year	Period: From : 08/12/2018 To : 31/03/2099	Full Name	GOPAL DHUNDIRAJ CHIPLUNKAR
Object	Amount in Rs.	Flat/Block No. Premises/ Bldg	NASHIK SHIWAR S NO 278
0030046401-75	100.00	Road/Street, Area /Locality	PLOT NO 05 RAM TANAY APARTMENT PANCHAVATI
0030063301-70	100.00	Town/ City/ District	NASHIK NASHIK Maharashtra
	0.00	PIN	4 2 2 0 0 3
	0.00	Remarks (If Any) :	
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
Total	200.00	Amount In Words	Rupees Two Hundred Only
Payment Details IDBI NetBanking Payment ID : 193534724		FOR USE IN RECEIVING BANK	
Cheque- DD Details:		Bank CIN No : 69103332018120830262	
Cheque- DD No.		Date	08-12-2018
Name of Bank	IDBI BANK	Bank-Branch	
Name of Branch		Scroll No.	

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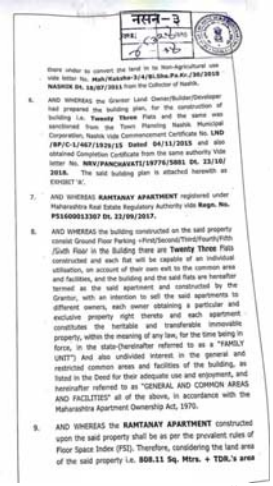


नसन-३

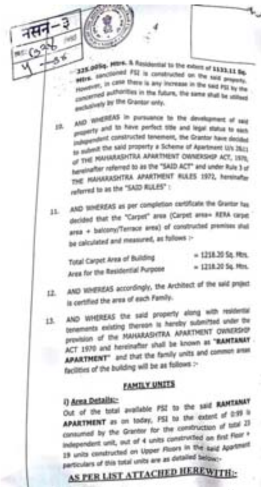
there under to convert the land in to Non-Agricultural use vide letter No. **Mah/Kaksha-3/4/Bi.Sha.Pa.Kr./30/2010 NASHIK Dt. 18/07/2011** from the Collector of Nashik.

6. AND WHEREAS the Grantor Land Owner/Builder/Developer had prepared the building plan, for the construction of building i.e. **Twenty Three** Flats and the same was sanctioned from the Town Planning Nashik Municipal Corporation, Nashik Vide Commencement Certificate No. **LND /BP/C-1/467/1926/15 Dated 04/11/2015** and also obtained Completion Certificate from the same authority Vide letter No. **NRV/PANCHAVATI/19776/5881 Dt. 23/10/2018.** The said building plan is attached herewith as EXHIBIT 'A'.

7. AND WHEREAS **RAMTANAY APARTMENT** registered under Maharashtra Real Estate Regulatory Authority vide **Regn. No. P51600013307 Dt. 22/09/2017.**

8. AND WHEREAS the building constructed on the said property consist Ground Floor Parking +First/Second/Third/Fourth/Fifth /Sixth Floor in the Building there are **Twenty Three** Flats constructed and each flat will be capable of an individual utilisation, on account of their own exit to the common area and facilities, and the building and the said flats are hereafter termed as the said apartment and constructed by the Grantor, with an intention to sell the said apartments to different owners, each owner obtaining a particular and exclusive property right thereto and each apartment constitutes the heritable and transferable immovable property, within the meaning of any law, for the time being in force, in the state-(hereinafter referred to as a "FAMILY UNIT") And also undivided interest in the general and restricted common areas and facilities of the building, as listed in the Deed for their adequate use and enjoyment, and hereinafter referred to as "GENERAL AND COMMON AREAS AND FACILITIES" all of the above, in accordance with the Maharashtra Apartment Ownership Act, 1970.

9. AND WHEREAS the **RAMTANAY APARTMENT** constructed upon the said property shall be as per the prevalent rules of Floor Space Index (FSI). Therefore, considering the land area of the said property i.e. **808.11 Sq. Mtrs. + TDR.'s area**



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325.00Sq. Mtrs. & Residential to the extent of **1133.11 Sq. Mtrs.** sanctioned FSI is constructed on the said property. However, in case there is any increase in the said FSI by the concerned authorities in the future, the same shall be utilised exclusively by the Grantor only.

10. AND WHEREAS in pursuance to the development of said property and to have perfect title and legal status to each independent constructed tenement, the Grantor have decided to submit the said property a Scheme of Apartment U/s 2(c) of THE MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970, hereinafter referred to as the "SAID ACT" and under Rule 3 of THE MAHARASHTRA APARTMENT RULES 1972, hereinafter referred to as the "SAID RULES" :

11. AND WHEREAS as per completion certificate the Grantor has decided that the "Carpet" area (Carpet area= RERA carpet area + balcony/Terrace area) of constructed premises shall be calculated and measured, as follows :-

Total Carpet Area of Building = 1218.20 Sq. Mtrs.

Area for the Residential Purpose = 1218.20 Sq. Mtrs.

12. AND WHEREAS accordingly, the Architect of the said project is certified the area of each Family.

13. AND WHEREAS the said property along with residential tenements existing thereon is hereby submitted under the provision of the MAHARASHTRA APARTMENT OWNERSHIP ACT 1970 and hereinafter shall be known as "**RAMTANAY APARTMENT**" and that the family units and common areas facilities of the building will be as follows :-

FAMILY UNITS

i) **Area Details:-**

Out of the total available FSI to the said **RAMTANAY APARTMENT** as on today, FSI to the extent of 0.99 is consumed by the Grantor for the construction of total 23 independent unit, out of 4 units constructed on first Floor + 19 units constructed on Upper Floors in the said Apartment particulars of this total units are as detailed below:-

AS PER LIST ATTACHED HEREWITH:-

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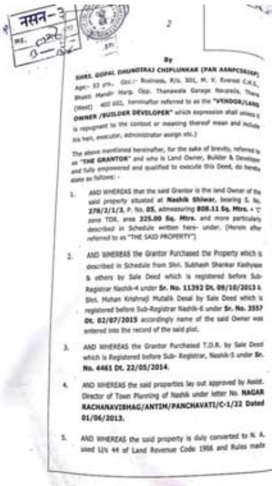
॥ SHREE ॥

DEED OF DECLARATION

THIS **DEED OF DECLARATION** is made and executed at Nashik on this 10th Day of December, 2018. ...2.



नसन-३

2

By

SHRI. GOPAL DHUNDIRAJ CHIPLUNKAR (PAN AANPC5616P) Age:- 53 yrs., Occ:- Business, R/o. 501, M. V. Everest C.H.S., Bhakti Mandir Marg, Opp. Thanawala Garage Naupada, Thane (West) 400 602, hereinafter referred to as the "**VENDOR/LAND OWNER /BUILDER DEVELOPER**" which expression shall unless it is repugnant to the context or meaning thereof mean and include his heir, executor, administrator assign etc.)

The above mentioned hereinafter, for the sake of brevity, referred to as "**THE GRANTOR**" and who is Land Owner, Builder & Developer and fully empowered and qualified to execute this Deed, do hereby state as follows: -

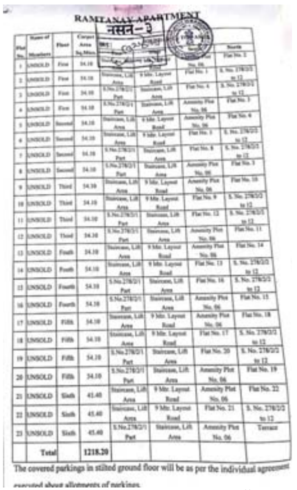
1. AND WHEREAS that the said Grantor is the land Owner of the said property situated at **Nashik Shiwar**, bearing S. No. **278/2/1/3**, P. No. **05**, admeasuring **808.11 Sq. Mtrs.** + 'C' zone TDR, area **325.00 Sq. Mtrs.** and more particularly described in Schedule written here- under. (Herein after referred to as "THE SAID PROPERTY")

2. AND WHEREAS the Grantor Purchased the Property which is described in Schedule from Shri. Subhash Shankar Kashyape & others by Sale Deed which is registered before Sub-Registrar Nashik-4 under **Sr. No. 11392 Dt. 09/10/2013** & Shri. Mohan Krishnaji Mutalik Desai by Sale Deed which is registered before Sub-Registrar Nashik-6 under **Sr. No. 3557 Dt. 02/07/2015** accordingly name of the said Owner was entered into the record of the said plot.

3. AND WHEREAS the Grantor Purchased T.D.R. by Sale Deed which is Registered before Sub- Registrar, Nashik-5 under **Sr. No. 4461 Dt. 22/05/2014.**

4. AND WHEREAS the said properties lay out approved by Asstt. Director of Town Planning of Nashik under letter No. **NAGAR RACHANAVIBHAG/ANTIM/PANCHAVATI/C-1/22 Dated 01/06/2013.**

5. AND WHEREAS the said property is duly converted to N. A. used U/s 44 of Land Revenue Code 1966 and Rules made



RAMTANAY APARTMENT

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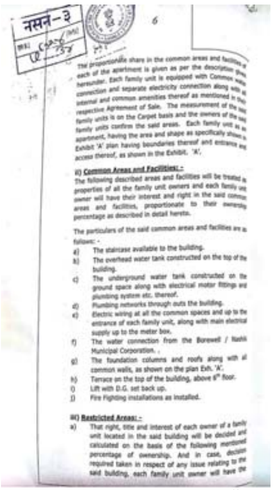
Flat No.	Name of Members	Floor	Carpet Area Sq.Mtrs.	[illegible]	[illegible]	[illegible]	North
1	UNSOLD	First	54.10	[illegible]	[illegible]	Amenity Plot No. 06	Flat No. 2
2	UNSOLD	First	54.10	Staircase, Lift Area	9 Mtr. Layout Road	Flat No. 1	S. No. 278/2/2 to 12
3	UNSOLD	First	54.10	S.No.278/2/1 Part	Staircase, Lift Area	Flat No. 4	S. No. 278/2/2 to 12
4	UNSOLD	First	54.10	S.No.278/2/1 Part	Staircase, Lift Area	Amenity Plot No. 06	Flat No. 3
5	UNSOLD	Second	54.10	Staircase, Lift Area	9 Mtr. Layout Road	Amenity Plot No. 06	Flat No. 6
6	UNSOLD	Second	54.10	Staircase, Lift Area	9 Mtr. Layout Road	Flat No. 5	S. No. 278/2/2 to 12
7	UNSOLD	Second	54.10	S.No.278/2/1 Part	Staircase, Lift Area	Flat No. 8	S. No. 278/2/2 to 12
8	UNSOLD	Second	54.10	S.No.278/2/1 Part	Staircase, Lift Area	Amenity Plot No. 06	Flat No. 7
9	UNSOLD	Third	54.10	Staircase, Lift Area	9 Mtr. Layout Road	Amenity Plot No. 06	Flat No. 10
10	UNSOLD	Third	54.10	Staircase, Lift Area	9 Mtr. Layout Road	Flat No. 9	S. No. 278/2/2 to 12
11	UNSOLD	Third	54.10	S.No.278/2/1 Part	Staircase, Lift Area	Flat No. 12	S. No. 278/2/2 to 12
12	UNSOLD	Third	54.10	S.No.278/2/1 Part	Staircase, Lift Area	Amenity Plot No. 06	Flat No. 11
13	UNSOLD	Fourth	54.10	Staircase, Lift Area	9 Mtr. Layout Road	Amenity Plot No. 06	Flat No. 14
14	UNSOLD	Fourth	54.10	Staircase, Lift Area	9 Mtr. Layout Road	Flat No. 13	S. No. 278/2/2 to 12
15	UNSOLD	Fourth	54.10	S.No.278/2/1 Part	Staircase, Lift Area	Flat No. 16	S. No. 278/2/2 to 12
16	UNSOLD	Fourth	54.10	S.No.278/2/1 Part	Staircase, Lift Area	Amenity Plot No. 06	Flat No. 15
17	UNSOLD	Fifth	54.10	Staircase, Lift Area	9 Mtr. Layout Road	Amenity Plot No. 06	Flat No. 18
18	UNSOLD	Fifth	54.10	Staircase, Lift Area	9 Mtr. Layout Road	Flat No. 17	S. No. 278/2/2 to 12
19	UNSOLD	Fifth	54.10	S.No.278/2/1 Part	Staircase, Lift Area	Flat No. 20	S. No. 278/2/2 to 12
20	UNSOLD	Fifth	54.10	S.No.278/2/1 Part	Staircase, Lift Area	Amenity Plot No. 06	Flat No. 19
21	UNSOLD	Sixth	45.40	Staircase, Lift Area	9 Mtr. Layout Road	Amenity Plot No. 06	Flat No. 22
22	UNSOLD	Sixth	45.40	Staircase, Lift Area	9 Mtr. Layout Road	Flat No. 21	S. No. 278/2/2 to 12
23	UNSOLD	Sixth	45.40	S.No.278/2/1 Part	Staircase, Lift Area	Amenity Plot No. 06	Terrace
	Total		1218.20				

The covered parkings in stilted ground floor will be as per the individual agreement executed about allotments of parkings.



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6

The proportionate share in the common areas and facilities of each of the apartment is given as per the description given hereunder. Each family unit is equipped with Common water connection and separate electricity connection along with all internal and common amenities thereof as mentioned in their respective Agreement of Sale. The measurement of the said family units is on the Carpet basis and the owners of the said family units confirm the said areas. Each family unit is an apartment, having the area and shape as specifically shown in Exhibit 'A' plan having boundaries thereof and entrance and access thereof, as shown in the Exhibit. 'A'.

ii) **Common Areas and Facilities: -**

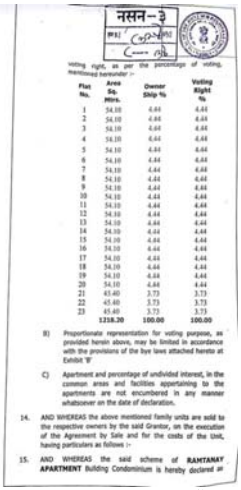
The following described areas and facilities will be treated as properties of all the family unit owners and each family unit owner will have their interest and right in the said common areas and facilities, proportionate to their ownership percentage as described in detail hereto.

The particulars of the said common areas and facilities are as follows: -

a) The staircase available to the building.
b) The overhead water tank constructed on the top of the building.
c) The underground water tank constructed on the ground space along with electrical motor fittings and plumbing system etc. thereof.
d) Plumbing networks through outs the building.
e) Electric wiring at all the common spaces and up to the entrance of each family unit, along with main electrical supply up to the meter box.
f) The water connection from the Borewell / Nashik Municipal Corporation. .
g) The foundation columns and roofs along with all common walls, as shown on the plan Exh. 'A'.
h) Terrace on the top of the building, above 6th floor.
i) Lift with D.G. set back up.
j) Fire Fighting installations as installed.

iii) **Restricted Areas: -**

a) That right, title and interest of each owner of a family unit located in the said building will be decided and calculated on the basis of the following mentioned percentage of ownership. And in case, decision required taken in respect of any issue relating to the said building, each family unit owner will have the



नसन-३

voting right, as per the percentage of voting, mentioned hereunder :-

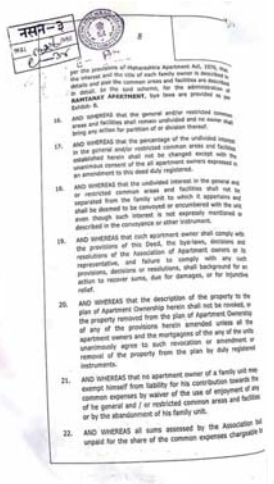
Flat No.	Area Sq. Mtrs.	Owner Ship %	Voting Right %
1	54.10	4.44	4.44
2	54.10	4.44	4.44
3	54.10	4.44	4.44
4	54.10	4.44	4.44
5	54.10	4.44	4.44
6	54.10	4.44	4.44
7	54.10	4.44	4.44
8	54.10	4.44	4.44
9	54.10	4.44	4.44
10	54.10	4.44	4.44
11	54.10	4.44	4.44
12	54.10	4.44	4.44
13	54.10	4.44	4.44
14	54.10	4.44	4.44
15	54.10	4.44	4.44
16	54.10	4.44	4.44
17	54.10	4.44	4.44
18	54.10	4.44	4.44
19	54.10	4.44	4.44
20	54.10	4.44	4.44
21	45.40	3.73	3.73
22	45.40	3.73	3.73
23	45.40	3.73	3.73
	1218.20	100.00	100.00

B) Proportionate representation for voting purpose, as provided herein above, may be limited in accordance with the provisions of the bye laws attached hereto at Exhibit 'B'

C) Apartment and percentage of undivided interest, in the common areas and facilities appertaining to the apartments are not encumbered in any manner whatsoever on the date of declaration.

14. AND WHEREAS the above mentioned family units are sold to the respective owners by the said Grantor, on the execution of the Agreement by Sale and for the costs of the Unit, having particulars as follows :-

15. AND WHEREAS the said scheme of **RAMTANAY APARTMENT** Building Condominium is hereby declared as



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per the provisions of Maharashtra Apartment Act, 1970, the the interest and the title of each family owner is described in details and also the common areas and facilities are described in detail. In the said scheme, for the administration of **RAMTANAY APARTMENT**, bye laws are provided as per Exhibit- B.

16. AND WHEREAS that the general and/or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition of or division thereof.

17. AND WHEREAS 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 the all apartment owners expressed in an amendment to this deed duly registered.

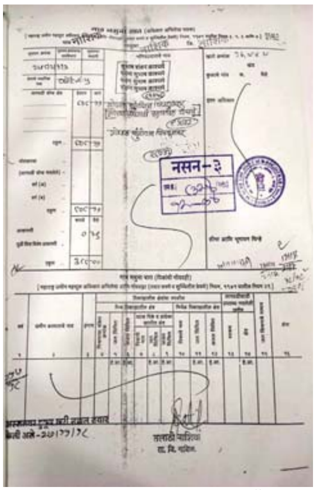
18. AND WHEREAS that the undivided interest in the general and or restricted common areas and facilities shall not be separated from the family unit to which it appertains and shall be deemed to be conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

19. AND WHEREAS 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 representative, and failure to comply with any such provisions, decisions or resolutions, shall background for an action to recover sums, due for damages, or for injunctive relief.

20. AND WHEREAS that the description 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 the apartment owners and the mortgagees of the any of the units unanimously agree to such revocation or amendment or removal of the property from the plan by duly registered instruments.

21. AND WHEREAS 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 of enjoyment of any of he general and / or restricted common areas and facilities or by the abandonment of his family unit.

22. AND WHEREAS all sums assessed by the Association but unpaid for the share of the common expenses chargeable to



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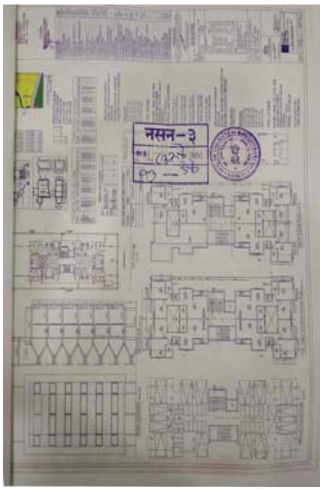
तलाठी नाशिक

ता. जि. नाशिक.



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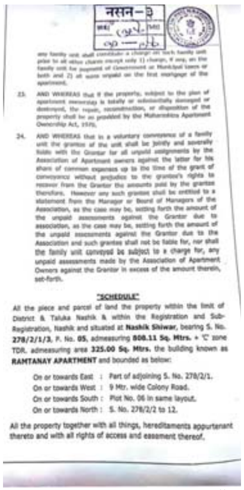

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any family unit shall constitute a charge on such family unit prior to all other charges except only 1) charge, if any, on the family unit for payment of Government or Municipal taxes or both and 2) all sums unpaid on the first mortgage of the apartment.

23. AND WHEREAS 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.

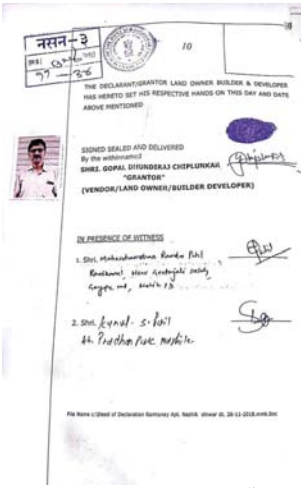
24. AND WHEREAS that in a voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable with the Grantor for all unpaid assignments by the Association of Apartment owners against the latter for his share of common expenses up to the time of the grant of conveyance without prejudice to the grantee's rights 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 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 unit conveyed be subject to a charge for, any unpaid assessments made by the Association of Apartment Owners against the Grantor in excess of the amount therein, set-forth.

"SCHEDULE"

All the piece and parcel of land the property within the limit of District & Taluka Nashik & within the Registration and Sub-Registration, Nashik and situated at **Nashik Shiwar**, bearing S. No. **278/2/1/3**, P. No. **05**, admeasuring **808.11 Sq. Mtrs.** + 'C' zone TDR. admeasuring area **325.00 Sq. Mtrs.** the building known as **RAMTANAY APARTMENT** and bounded as below:

On or towards East : Part of adjoining S. No. 278/2/1.
On or towards West : 9 Mtr. wide Colony Road.
On or towards South : Plot No. 06 in same layout.
On or towards North : S. No. 278/2/2 to 12.

All the property together with all things, hereditaments appurtenant thereto and with all rights of access and easement thereof.



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10

THE DECLARANT/GRANTOR LAND OWNER BUILDER & DEVELOPER HAS HERETO SET HIS RESPECTIVE HANDS ON THIS DAY AND DATE ABOVE MENTIONED

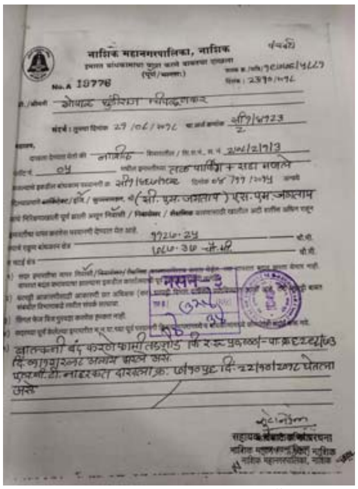
SIGNED SEALED AND DELIVERED
By the withinnamed
SHRI. GOPAL DHUNDERAJ CHIPLUNKAR
"GRANTOR"
(VENDOR/LAND OWNER/BUILDER DEVELOPER)

IN PRESENCE OF WITNESS

1. Shri. Maheshwardhan Ramdas Patil
Ravikamal, New Geetanjali Society
Gangapur Road, Nashik 13

2. Shri. Kunal. S. Patil
At. Pradhan Park Nashik

File Name :-\Deed of Declaration Ramtanay Apt. Nashik shiwar dt. 28-11-2018.nmb.Doc



नाशिक महानगरपालिका, नाशिक

पंचवटी

No. A 18776

जावक क्र./नवि/१९७७६/५८८१

दिनांक : २३/१०/२०१८

श्री./श्रीमती गोपाळ धुंडीराज चिपळूणकर

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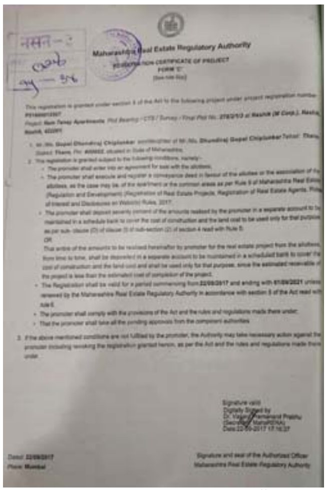
सहाय्यक संचालक नगररचना
नाशिक महानगरपालिका, नाशिक



नसन-३

Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT

FORM 'C'

[See rule 6(a)]

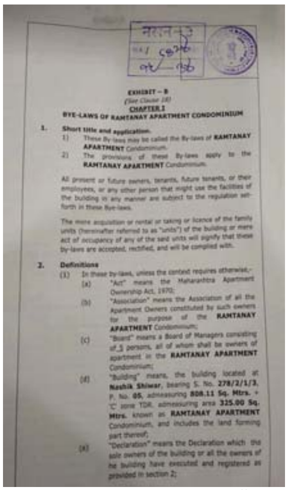
This registration is granted under section 5 of the Act to the following project under project registration number : P51600013307

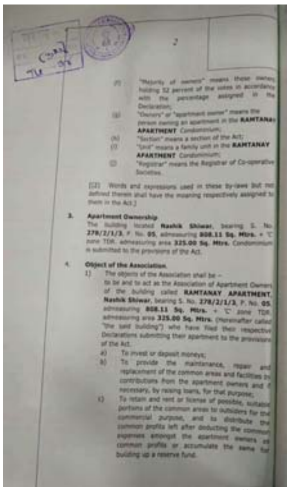
Project: Ram Tanay Apartments, Plot Bearing / CTS / Survey / Final Plot No.: 278/2/1/3 at Nashik (M Corp.), Nashik, Nashik, 422001

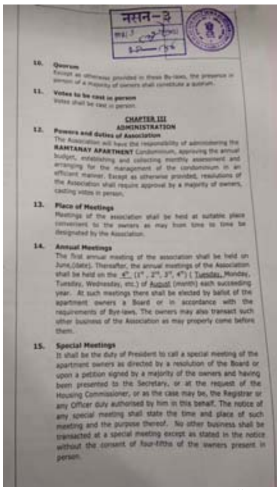
Signature valid
Digitally Signed by
Dr. Vasant Premanand Prabhu
(Secretary, MahaRERA)
Date:22-09-2017 17:16:37

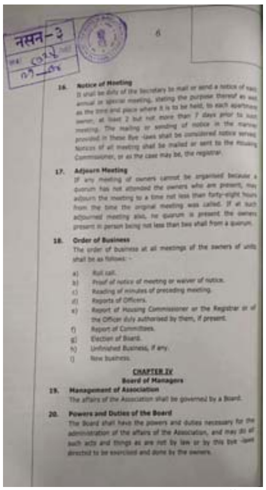
Dated: 22/09/2017
Place: Mumbai

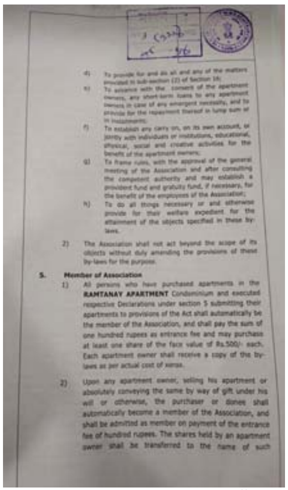
Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

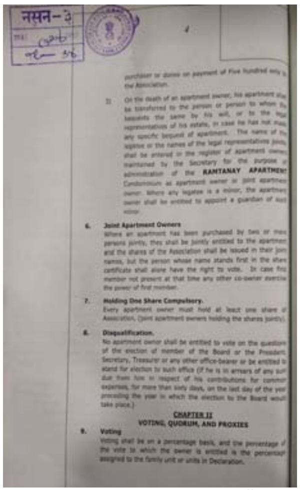


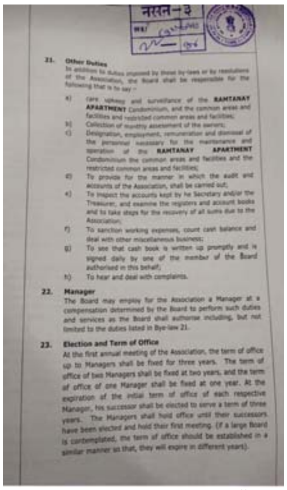


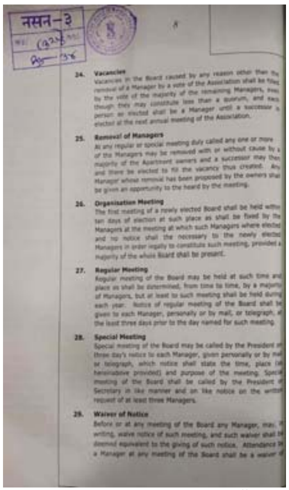


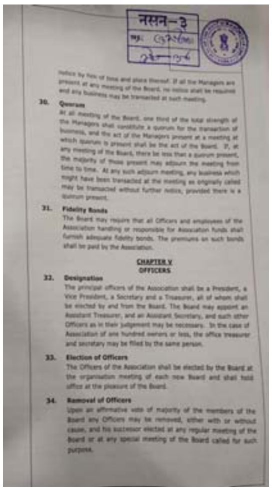


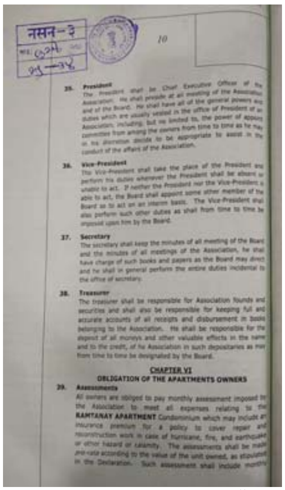


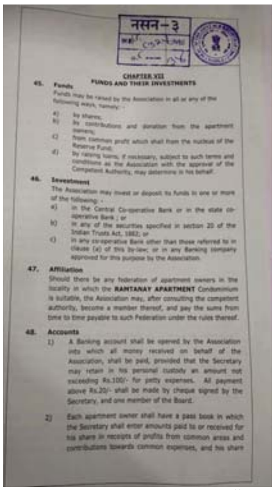


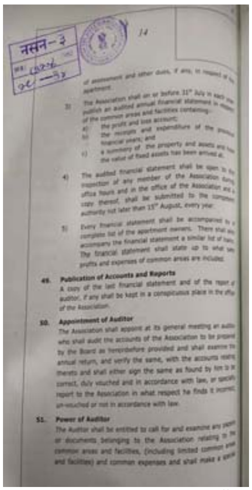


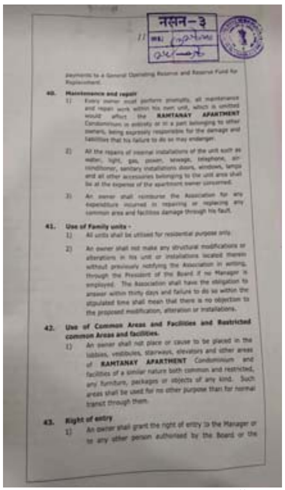


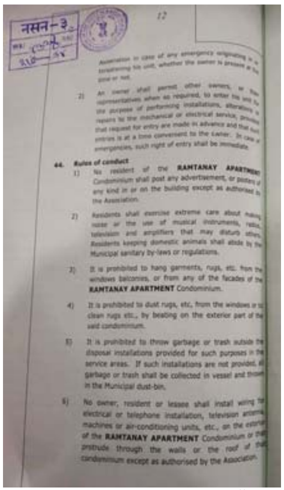


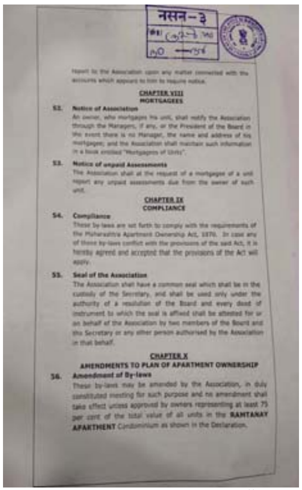


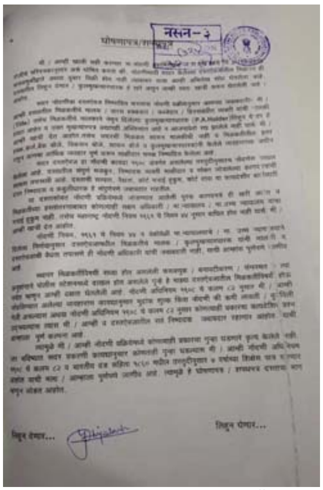












नसन-२

लिहून देणार...

लिहून घेणार...

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३.

सूची क्र.2

सह. दुय्यम निबंधक वर्ग-२

अस्सल प्रत

सह. दुय्यम निबंधक वर्ग-२
नाशिक-३