



CHALLAN
MTR Form Number-5



GRN	MH002409522202122E	BARCODE	Date		19/05/2021-12:37:17	Form ID	25.3
Department			Inspector General Of Registration				
Stamp Duty			Payer Details				
Type of Payment			Registration Fee				
Office Name			NSK5_NASHIK 5 JOINT SUB REGISTRAR		PRATHAMESH BUILDWELL PARTNERSHIP		
Location			NASHIK		FIRM THROUGH PARTNER KUNDAN BOOB		
Year			2021-2022 One Time		AVNISH APARTMENT PLOT NO 41 S NO		
			Flat/Block No.		731/2/44		
			Premises/Building				

Account Head Details	Amount In Rs.		
0036046401 Stamp Duty	100.00	Road/Street	NASHIK
0036063301 Registration Fee	100.00	Area/Locality	NASHIK
		Town/City/District	
		PIN	4 2 2 0 0 5
		Remarks (If Any)	
		SecondPartyName=AVNISH APARTMENT-	
		Amount In	Two Hundred Rupees Only
Total	200.00	Words	
Payment Details		FOR USE IN RECEIVING BANK	
IDBI BANK		Bank CIN	Ref. No.
Cheque/DD Details		Bank Date	RBI Date
Cheque/DD No.		Bank Branch	IDBI BANK
Name of Bank		Scroll No. , Date	Not Verified with Scroll
Name of Branch			

Department ID : 0000000000
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
अवैध चालन केका दुवारा निवारा कायलवाय नोदणी करवावया दयासली लागू आहे . सोदणी न करवावया दयासली खदर चलन लागू नाही .

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN	2305202102655
Date	23/05/2021
Received from Prathamesh, Mobile number 0000000000, an amount of Rs.720/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Nashik 5 of the District Nashik.	
Payment Details	
Bank Name	IDBI
Date	23/05/2021
Bank CIN	10004152021062302576
REF No.	2555967796
This is computer generated receipt, hence no signature is required.	

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**DEED OF DECLARATION OF
"AVANISH RESIDENCY"**

THIS DEED OF DECLARATION made and executed on this 23 Day of June
Month Christian Year 2021 at Tal. & Dist. Nashik.

M/s. PRATHAMESH BUILDWELL

PAN NO: - AAPFP 8409D.

A Partnership firm

Having its Head Office at 717/3 Gajanan Anex.,

Office No. 3, Laxmi Nagar, Patil Lane No. 1,

Collage Road, Nashik - 422005.

Through its Partners

1. MR. KUNDAN NANDKISHOR BOOB

Age: 36 Years, Occ: Business

PAN No. AJYPB 5158 M.

2. MR. BHAGYESH SURESHCHAND KOTHARI

Age: 33 Years, Occ: Business

PAN No. AXJPK 7102 M

R/o Both Aforesaid address.

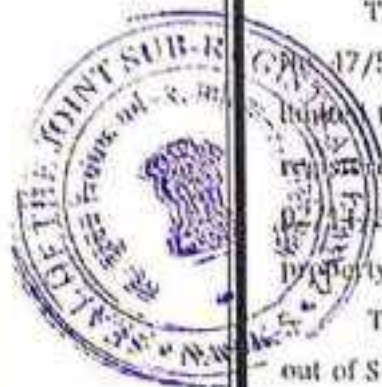


Hereinafter referred to as "GRANTOR/OWNER" (Which expression shall, unless it be repugnant to the context or meaning thereof mean and include other partners, legal representatives, administrators, executors and assignees).

FIRST:- The Grantor i.e. Prathamesh Buildwell is a Partnership Firm, and Mr. Kundan Nandkishor Boob and Mr. Bhagyesh Kothari and Mr. Ajit Laxman Ghodake are the partners of said Partnership Firm. The Grantor acquired ownership rights of the Plot No. 44 area admeasuring 540.96 Sq. Mtrs, (Final Plot No. 485 A) out S. No. 731/2/44 (C.T.S No. 7409/50 area admeasuring 540.96 Sq Mtrs,) situated at village - Nashik, Tal. and Dist. Nashik, With the limits of registration and sub-registration district, Nashik, and also within the limits of Nashik Municipal Corporation, Nashik.



SECOND: As mentioned herein above the Grantor i.e. Prathamesh [Name] is a Partnership Firm acquired ownership rights and they have/had full right use, alienate, transfer the said property in any manner or develop the said property i.e. **Plot No.44.**



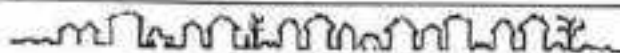
The Promoters purchased TDR area adm. 429.50 Sq. Mtrs., out of S No. 17/5/1 situated at Deolali, Nashik from the owner Viraj Estate private limited through Director Karan Rajendra Shah. The said TDR Sale Deed is registered in the office of Sub - Registrar Nashik - 5, Reg. No. 6013 on 02/11/2017. Thus the Promoters herein are the absolute owner of the property and are entitled and enjoined upon to construct building.

The Promoters further purchased TDR area adm. 124.98 Sq. Mtrs., out of S No. 295/2/7 situated at Deolali, Dist. Nashik from the owner Mrs. Sneha Karan Shah. The said TDR Sale Deed is registered in the office of Sub - Registrar Nashik - 5, Reg. No. 6014 on 02/11/2017. and thereby the Grantor has acquired right to use/ utilize the TDR for construction over the **Plot No. 44.**

The Grantor/s prepared building plan for construction of building i.e. "AVNISH RESIDENCY" over the Plot No. 44 (plus TDR area adm. 554.48 Sq. Mtrs.), the same is approved by the Nashik Municipal Corporation Nashik, vide letter no. LND/ BP/ A1/ 504/ 234/ 50 dated 23/05/2016. And the said plans/layout are duly revised by Nashik Municipal Corporation vide letter no. LND/BP/A1t/397/8162 on 03/11/2017. The Grantor/s has/have completed a construction of "AVNISH RESIDENCY" over the Plot No.44, as per the sanctioned building plan, and therefore Nashik Municipal Corporation Nashik, issued Completion Certificate to that effect on 03/06/2020 vide letter no. Javak Kramank/Na.Na.VI./Nashik-East/A1/25332/2020.

The Grantor/s constructed the building known as "AVNISH RESIDENCY" with its Postal address as,

"AVNISH RESIDENCY"



Add. Plot No. 44, F.P.NO. 485/A TPS -II S. No. 731/2/44,

Mauze - Nashik, Tal & Dist.- Nashik.

The Grantor/ Owner constructed said building as per the plans sanctioned by Nashik Municipal Corporation Nashik. The specifications of the units given herein below are at present final and without any alterations or amendments

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and to that extent, the Grantor/s shall not use any portions of the said property and they will abide by the present approved plans.

THIRD:- That the Grantor/s constructed a building known as "AVNISH RESIDENCY" (Hereinafter referred to as the said Building) on the said property as per the approved building plans which has been duly approved by the Nashik Municipal Corporation under the Commencement Certificate.

FOURTH:- That the said building consists of Ground Parking + Five Floor consisting Residential 8 units. All the floors are all capable of Individual Utilization on the account of having their own exit to a Common Area and the facilities of the said building and the Apartment shall be sold to one or more owner/s, each owner obtaining particular and exclusive property rights thereto and each Apartment constituting a heritable and transferable Immoveable property within the meaning of any Law for the time being enforce in the state of Maharashtra, (Hereinafter referred to as the Residential Unit and also and undivided interest in the general and/or restricted common areas and facilities of the said building as listed hereinafter necessary for their adequate use and enjoyments and hereinafter referred to as the general and/or restricted common areas and facilities, all of the above are in accordance with the Maharashtra Apartment Ownership Act 1970.

FIFTH:- That as per the completion certificate the aforesaid building has a total building area 961.89. Sq. Mtrs.built up, and Carpet area 848.40 Sq. Mtrs. constitutes Ground Parking +Five Floors, consisting of Residential 8 units. The total built-up area of the said building as mentioned in the Agreements for Sale of Individual Purchaser/s mentioned in their respective agreements.

SIXTH:- That the building shall be known as "AVNISH RESIDENCY" and that the residential units and common areas and facilities of the building will be as follows:-

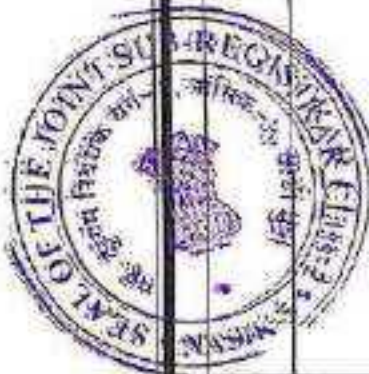
1] Units:- There are in all 8 Residential Units. The measurements of the residential units include all the outside walls and one half of block partition excluding bearing walls. The principle structure of the said building is R.C.C. framed structure, burnt brick walls, and wooden flush doors and such other



material as per the consent and agreement of all the apartment owners as stated in details in the individual agreement of sale between the respective parties with some variations as per the requirement of each apartment owner.

A) Description of each unit is described hereunder :-

Flat No.	Floor	Area of Flat	Name of Owner/ Holder And details of title deed.
01.	First	RERA Carpet area adm. 117.30 Sq. Mtrs. (1262.60 Sq. Ft) + Arch Projection of 8.08 Sq. Mtrs. (86.97 Sq. Ft) + Balcony of 10.96 Sq. Mtrs. (117.97 Sq. Ft) + terrace of 2.40 Sq. Mtrs. (25.83 Sq. Ft).	Mr. Amit Kakasaheb Chandgude and Mr. Rakesh Kakasaheb Chandgude. Agreement to Sale is registered in the office of Sub - registrar Nashik - 5, vide Sr. No. 679 on 14/01/2021.
02.	First	RERA Carpet area adm. 100.30 Sq. Mtrs. (1079.62 Sq. Ft.) + Arch Projection of 8.15 + Balcony of 11.20 Sq. Mtrs. (120.55 Sq. Ft) + terrace of 2.4 Sq. Mtrs. (25.83 Sq. Ft)	Mrs. Vandana Mayuresh Vaishampayan Agreement to Sale is registered in the office of Sub - registrar Nashik - 5, vide Sr. No. 1157 on 11/02/2019.
03.	Second	RERA Carpet area adm. 117.30 Sq. Mtrs. (1262.60 Sq. Ft) + Arch Projection of 8.08 Sq. Mtrs. (86.97 Sq. Ft) + Balcony of 10.96 Sq. Mtrs. (117.97 Sq. Ft) + terrace of 2.40 Sq. Mtrs. (25.83 Sq. Ft)	Mr. Niranjan Rohinikant Shah Agreement to Sale is registered in the office of Sub - registrar Nashik - 5, vide Sr. No. 548 on 17/01/2020.
04.	Second	RERA Carpet area adm. 100.30 Sq. Mtrs. (1079.62 Sq. Ft) + Arch Projection of 8.15 Sq. Mtrs. (87.72 Sq. Ft) + Balcony of 11.20 Sq. Mtrs. (120.55 Sq. Ft) + terrace of 2.4 Sq. Mtrs. (25.83 Sq. Ft)	Mr. Chandrashekhar Baburao Sawant Agreement to Sale is registered in the office of Sub - registrar Nashik - 5, vide Sr. No. 1725 on 28/02/2019.



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05.	Third	a) RERA Carpet area adm. 117.30 Sq. Mtrs. (1262.60 Sq. Ft) + Arch Projection of 8.08 Sq. Mtrs. (86.97 Sq. Ft) + Balcony of 10.96 Sq. Mtrs. (117.97 Sq. Ft) + terrace of 2.40 Sq. Mtrs. (25.83 Sq. Ft).	Mr. Amey Kohak and Mrs. Sonali Amey Kohak. Agreement to Sale is registered in the office of Sub - registrar Nashik - 4, vide Sr. No. 7384 on 29/08/2018.
06.	Third	RERA Carpet area adm. 100.30 Sq. Mtrs. (1079.62 Sq. Ft) + Arch Projection of 8.15 Sq. Mtrs. + Balcony of 11.20 Sq. Mtrs. (120.55 Sq. Ft) + terrace of 2.4 Sq. Mtrs. (25.83 Sq. Ft)	Mr. Bhalchandra Ballram Yeole and Mrs. Priyanka Bhalchandra Yeole Agreement to Sale is registered in the office of Sub - registrar Nashik - 5, vide Sr. No. 10122 on 02/12/2020.
07.	Fourth + Fifth	RERA Carpet area adm. 117.30 Sq. Mtrs. (1262.60 Sq. Ft) + Arch Projection of 8.08 Sq. Mtrs. (86.97 Sq. Ft) + Balcony of 10.96 Sq. Mtrs. (117.97 Sq. Ft) + terrace of 2.40 Sq. Mtrs. (25.83 Sq. Ft) + attached Pent house Terrace of 50 Sq. Mtrs. (538.19 Sq. Ft.) and Room on Terrace (Fifth Floor) having Carpet area adm. 30 Sq. Mtrs. (322.91 Sq. Ft)	Mrs. Jyoti Ashok Karpe and Ajinkya Ashok Karpe Agreement to Sale is registered in the office of Sub - Registrar Nashik - 4, vide Sr. No. 6072 on 10/07/2018.
08.	Fourth	RERA Carpet area adm. 100.30 Sq. Mtrs. (1079.62 Sq. Ft) + Arch Projection of 8.15 Sq. Mtrs. (87.72 Sq. Ft) + Balcony of 11.20 Sq. Mtrs. (120.55 Sq. Ft) + terrace of 2.4 Sq. Mtrs. (25.83 Sq. Ft) + attached Pent house Terrace having area adm. 65.00 Sq. Mtrs. (699.65 Sq. Ft.)	Mr. Sandip Suresh Vispute And Mrs. Shubhangi Sandip Vispute Agreement to Sale is registered in the office of Sub-Registrar Nashik- 5, vide Sr. No. 2260 on 18/03/2019.





Purpose - All above motioned Units are Residential Units.

And all the above mentioned Residential Units/ Flats of each Floor have main doors of this apartment and has access to common areas namely in the landing.



(B) Common areas and facilities:

that piece and parcel of the land as described in the schedule written herein under

Parking space provided of the said building to all the owners.

Following facilities located throughout the building:

AMMENITIES AND SPECIFICATIONS.

As agreed between the land owners/developer, and other additional amenities as provided and verified by the purchasers and about all the amenities the purchaser/s is/are satisfied.

C) Restricted common areas:- As mentioned above, the adjoining/attached terraces, parking space, and marginal open space allotted to the individual owner/s shall be uses and utilized by the flat owners to whom the said terrace, parking space and marginal open space is allotted and except to such allotted nobody shall have and right, title and interest on the said adjoining/attached terrace, parking space, marginal open space.

SEVENTH:-

a) That the right, title and interest of each owner of the residential unit in the general common area and facilities as listed above and their proportionate share in the profit and common expenses in the general common areas and facilities as well as the proportionate representation for the "AVNISH RESIDENCY" is of all residential units as follows:-

"AVNISH RESIDENCY"	VOTING AND OWNERSHIP PERCENTAGE
Apartment/Flat No.1	13.02%
Apartment/Flat No.2	11.11%

Apartment/Flat No. 3	13.02%
Apartment/Flat No. 4	11.11%
Apartment/Flat No. 5	13.02%
Apartment/Flat No. 6	11.11%
Apartment/ Flat No.7	16.50%
Apartment/ Flat No.8	11.11%
Total of A Wing	100 %



- b) The proportionate representation for voting purposes with respect to the said restricted common areas and facilities in the meeting of the Association of Apartment is based on the proportionate value of each family units to the total value of all residential units & as provided in (a) hereof may be limited in accordance with the provisions of the bye- laws attached hereto may be limited in accordance with provisions of the by laws attached hereto as the **Exhibit B**.
- c) Apartment and the percentage of undivided interest of the common areas and facilities appertaining to the apartment, (each apartment) are not encumbered in any manner whatsoever on the date of this declaration.

EIGHT:- That the administration of "AVNISH RESIDENCY" consisting as aforesaid of the building and parcel of land described in the schedule and **Paragraph 6** of this deed shall be in accordance with the provision of this deed and with the provision of the Bye Laws which are made a part of this Deed of Declaration and are attached hereto.

NINTH:- That as appeared above a plan of apartment ownership is hereby constituted under and subject to the provision of **Maharashtra Apartment Ownership Act 1970**, so that all the residential units of **Ground + Parking + Fifth Floor**, 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 facilities 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 common areas and facilities and/or restricted common areas and facilities.



TENTH:- That for the purposes of stamp duty and registration fees to be imposed on the registration of this deed in the Register of Declaration and Deed of Apartment under section 13(5) the value of the "AVNISH RESIDENCY" is distributed as per value of the land and value of the respective residential unit which are registered in the office of sub-registrar as described before.



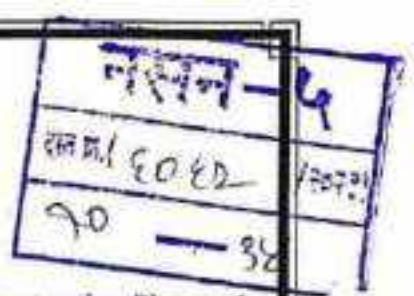
ELEVENTH :- That so long as the Grantor owns one or more of the Residential Units, the Grantor shall be subject to the provision of this deed of the Exhibit A & B attached hereto and Grantor Covenants to take no action which will adversely affect the rights of the Association of the Apartment owners with respect to assurances against latent defects in the said building or other rights assigns to the association by reason of the establishment of the "AVNISH RESIDENCY".

TWELTH:- That the general common areas and facilities shall remain undivided and no apartment owner shall bring any action for partition or division thereof. And no apartment owner shall not make any kind of changes, which may cause injuries or damage to the structure of the said Building.

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

FOURTEENTH:- That the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the residential 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 instruments.

FIFTEENTH:- That each apartment owner shall comply with the provision of this Deed of Declaration, the Bye Laws, decisions and resolution of the Association of Apartment owners or its representatives, and failure to comply with any such provision, decision or resolutions, shall be grounds for an action to recover sums dues, for damages, or for injunctive relief.

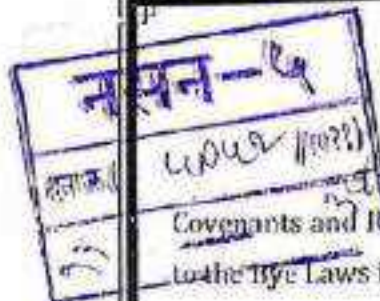


SIXTEENTH:- That the dedication of the property to the Plans of Apartment of Ownership herein shall not be revoked, or the property removed from the plan of Apartment Ownership, or any of the provisions herein amended unless all of the apartment owners and mortgagees of all the mortgages covering the units unanimously agree to such revocation, or amendment, or removal of the property from the plan by duly registered instruments.

SEVENTEETH:- That no Apartment Owner of a residential unit, may exempt himself from the liabilities for its contribution towards the common expenses by waiver of the use and enjoyment of any of the general and/or common areas and facilities or by the abandonment of his residential unit.

EIGHTEENTH:- That all sum assessed by the association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a charge on such family unit prior to all other charges except only (1) Charge, if any, on the residential unit for payment of Government or Municipal Taxes or both and (2) all sums unpaid on a first mortgage of the Apartment.

NINTEENTH:- That all present or future owners, tenants, future Tenants or any other person that might used the facilities of the building in any manner, are subject to the provision of this deed of declaration and that the mere acquisition or rental of any of the residential unit of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this declarations are accepted and ratified. The respective family units shall not be rented or given on Leave and License or care taker basis by the apartment 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 units are provided customary Hotel or Boarding or Lodging or Paying Guest Services other that the foregoing obligations, the Apartment Owners of the respective residential unit shall have the absolute rights to Lease such unit or give it Leave and License on or care taker basis provided that the 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 attached hereto

TWENTEETH:- 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.

TWENTY FIRST:- That where the family unit is sold by a mortgagee in exercise of his powers of sale under the English Mortgage or by a Court in execution of a Decree in a Suit brought by a mortgage against the owner of such unit, then neither the Mortgagee nor the Purchaser who derived title to the such family unit at such sale, or his successors or assigns shall be liable, for assessments by the Association which become 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.

TWENTY SECOND:- That in a voluntarily conveyance of a residential unit the Grantee of such unit shall jointly and severally liable with the Grantor for all unpaid assessments by the Association of Apartment owners against the later for his share of the common expenses up to the time of grant or conveyance without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee thereof. However, any such Grantee shall be entitled to a statement from the manager or Board of Manager of the Association, as the case may be setting forth the amount of unpaid assessments against the such Grantor due to the Association and such Grantee shall not be liable for, nor shall the Residential 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.

TWENTY THIRD:- That the Manager or Board or Managers of the Association shall obtained and continues in effect blanket property insurance in form and amount satisfactory to Mortgagees holding first Mortgages



Page No.	6002
Page No.	92
Page No.	38

covering residential units without prejudicial to the right of the owner of a residential unit to obtain the individual residential unit insurance.

TWENTY FOURTH:- That the amendment to this declaration will be effected after passing 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 the pursuance of the resolution passed the Board of Managers will be entitled to effect such amendments to the declaration provided such amendment is duly registered.

TWENTY FIFTH:- That the service of the notice and/or summon or any type of the correspondence will be made at the addressed abovementioned of the persons concerned and or the addresses subsequently informed by the apartment owners to the Board of Managers in writing.

THE SCHEDULED OF THE PROPERTY REFERRED TO ABOVE

SCHEDULE - I

All the piece and parcel of land of non-agricultural tenure bearing Plot No. 44 area admeasuring 540.96 Sq Mtrs, (Final Plot No. 485 A) out S. No. 731/2/44 (C.T.S No. 7409/50 area admeasuring 540.96 Sq Mtrs,) situated at village - Nashik, Tal. and Dist. Nashik, With the limits of registration and sub-registration district, Nashik, and also within the limits of Nashik Municipal Corporation, Nashik. which is bounded as follows -

- East - Plot No. 45.
- West - Plot No. 43.
- South - Colony Road.
- North - Open Space.

Together with Ground (Parking) + Fifth Floor of building standing thereon named as "AVNISH RESIDECY".

Page No. 502/2018
Date 1-5-2018



IN WITNESS WHEREOF THE GRANTOR HAVE SIGNED ON THESE DAY
DATE AND YEAR FIRST MENTIONED ABOVE.

SIGNED AND DELIVERED,

M/S. PRATHAMESH BUILDWEL

A Partnership Firm.

1. MR. NINDAN NANDKISHOR BOOB

Signature: 



2. MR. BHAGYESH SURESHCHAND KOTHARI
GRANTOR/OWNER

Signature: 



Witness:-

1)  2) 
Witness 1:  Witness 2: 
EXHIBIT - 'A'

1. BUILDING PLAN
2. PARKING PLAN
3. TERRACE PLAN

Attached herewith along with this deed.

EXHIBIT - 'B'

BYE LAWS OF 'AVANISH RESIDENCY'

CHAPTER - I

1) SHORT TITLE AND APPLICATION