

538/3303

पावती

Original/Duplicate

Thursday, November 22, 2018

नोंदणी क्र.: 39M

4:14 PM

Regn.:39M

पावती क्र.: 3910 दिनांक: 22/11/2018

गावाचे नाव: वडाळा

दस्तऐवजाचा अनुक्रमांक: नसम6-3303-2018

दस्तऐवजाचा प्रकार: घोषणापत्र

सादर करण्याच्या नाव: श्रीमती हाजराबी गमीर शेख - -

नोंदणी फी

रु. 100.00

दस्त हाताळणी फी

रु. 600.00

मुद्राची संख्या: 30

एकूण:

रु. 700.00

आपणास मुळ दस्त धरलेला प्रिंट मशीन-२ अंदाजे

3:19 PM वा वेळेस मिळाले

Matth

Joint S.R. Nashik-6

बाजार मूल्य: रु. 1/-

मोबदला रु. 0/-

भरलेले मुद्राक शुल्क: रु. 100/-

सह. दुय्यम निबंधक वर्ग-२
नाशिक-६.

1) देयकाचा प्रकार: By Demand Draft रक्कम: रु. 100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0084915212 दिनांक: 21/11/2018

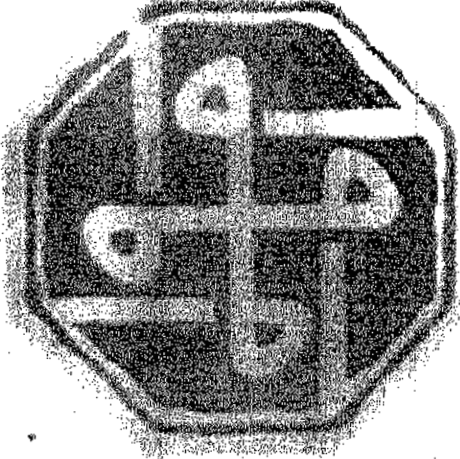
बँकेचे नाव व पत्ता: State Bank Of India

2) देयकाचा प्रकार: DHC रक्कम: रु. 600/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2111201802566 दिनांक: 21/11/2018

बँकेचे नाव व पत्ता:

मुळ दस्त परत



22/11/2018

सूची क्र.2

दुय्यम निबंधक : सह इ.नि. नाशिक ३

रज्जु क्रमांक : 3303/2018

नॉदणी :

Regn:63m

गावाचे नाव : वडाळा

(1) विलेखाचा प्रकार	घोषणापत्र
(2) मोबदला	0
(3) बाजारभाव (भाडेपट्ट्याच्या बाबत पट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1
(4) धू-मापन, पोटहिस्सा व धरक्रमांक (असल्यास)	1) पालिकेचे नाव: नाशिक म.न.पा. इतर वर्णन : इतर माहिती: तुळी जिल्हा नाशिक पोट तालुका नाशिक पैकी मोजे वडाळा येथील सर्व्हे नं. 5/2 पैकी प्लॉट नं. 75 यांसी एकूण क्षेत्र 228.00 चौ.मी. व सर्व्हे नं. 5/2 पैकी प्लॉट नं. 76 यांसी एकूण क्षेत्र 216.22 चौ.मी. या मिळकतीवर बांधण्यात आलेल्या काबिल अपार्टमेंट या इमारतीतील 12 अपार्टमेंटचे घोषणापत्र. ((Survey Number : 5/2 ; Plot Number : 75, 76 ;))
(5) क्षेत्रफल	1) 444.22 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:- श्रीमती हाजराबी गमीर शेख -- वय:- 58, पत्ता:- प्लॉट नं. मानिया हाउस खोडे नगर वडाळा नाशिक, भाळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, गेड नं. -, महागट्ट, पान्: ई.क. पिन कोड:- 422006 पॅन नं:- BDWPS1898E 2): नाव:- कु. परवीन गमीर शेख -- वय:- 27, पत्ता:- प्लॉट नं. मानिया हाउस खोडे नगर वडाळा नाशिक, भाळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, गेड नं. -, महागट्ट, पान्: ई.क. पिन कोड:- 422006 पॅन नं:- CSZPS1846K
(8) दस्तऐवज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	
(9) दस्तऐवज करून दिल्याचा दिनांक	22/11/2018
(10) दस्त नोंदणी केल्याचा दिनांक	22/11/2018
(11) अनुक्रमांक, खंड व पृष्ठ	3303/2018
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14) शेरा	

सूची क्र. II
नोंदणी नंबरची प्रथम प्रत
अस्मल वर्यकुम नवकल
सह दुय्यम निबंधक वर्ग-२,
नाशिक-६



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला

मुल्यांकनासाठी आवश्यकता मेळवितालेल्या दस्तऐवजांनुसार आवश्यक नाही कारणाचा तपशील दस्तऐवजांनुसार आवश्यक नाही

Affidavit

CHALLAN
MTR Form Number-6



GRN	MH008491521201819E	BARCODE	Date		21/11/2018-13:40:23	Form ID	25.3	
Department			Inspector General Of Registration					
Type of Payment			Stamp Duty					
Registration Fee			TAX ID (If Any)					
			PAN No.(If Applicable)					
Office Name			NSK1 HQR SUB REGISTRAR NASHIK 1		Full Name			Hajrabi Gamir Shaikh
Location			NASHIK		Flat/Block No.			Plot No. 75, 76, S. No. 5/2
Year			2018-2019 One Time		Premises/Building			
Account Head Details			Amount In Rs.		Road/Street			Wadala, Nashik
0030045401 Stamp Duty			100.00		Area/Locality			Nashik
0030063301 Registration Fee			100.00		Town/City/District			
					PIN			4 2 2 0 0 6
					Remarks (If Any)			
					SecondPartyName=Parveen Gamir Shaikh~			
					Amount in			Two Hundred Rupees Only
Total			200.00		Words			
Payment Details			STATE BANK OF INDIA		FOR USE IN RECEIVING BANK			
Cheque/DD Details			Bank CIN		Ref. No.		00040572018112162210	IK00VDLSX2
Cheque/DD No.			Bank Date		RBI Date		21/11/2018-13:40:52	Not Verified with RBI
Name of Bank			Bank-Branch		STATE BANK OF INDIA			
Name of Branch			Scroll No. , Date		Not Verified with Scroll			

Department ID: 9028175450
NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
चलान केवल दस्तावेज निलंबक कार्यालय में नोंदणी करवाया जा सकता है। नोंदणी न करवाया जाये तो दस्तावेज सही नहीं होगा।

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Stamp 100/-

DECLARATION OF APARTMENT

(KAABIL APARTMENT)

In the Registration District & District Nashik, Maharashtra State on this 22nd day of November in Christian year 2018.

1) SMT. SHAIKH HAJRABI GAMIR

Age: 58 yrs, Occ: Business, PAN: BDWPS1898E,

2) MISS. SHAIKH FARVEEN GAMIR

Age: 37 yrs, Occ: Business, PAN: CSZPS1846K,

Both R/o: Sana House, Khodnagar, Wadala, Nashik- 422006.

Hereinafter for the sake of brevity referred to as the "GRANTOR OWNER" (the owner) (which expression unless it be repugnant to the context or meaning thereof includes their heirs, successors, representatives, executors, administrators, and assigns) of the **ONE PART**.

First:

That the "Grantor Owner" is well seized and possessed of and otherwise entitled to all that piece and parcel of the following plots, lying and being situated at Village: **Wadala**, Taluka and District: **Nashik**, within the limits of Nashik Municipal Corporation:

- a) Bearing Plot No: 75, total area admeasuring 228.00 Sq.mtrs, out of Survey No: 5/2,
- b) Bearing Plot No: 76, total area admeasuring 216.22 Sq.mtrs, out of Survey No: 5/2,

which plots are jointly bounded as under:

On or towards East : Plot No: 73 & 74

On or towards West : Plot No: 42

On or towards South : Plot No: 70 & 71

On or towards North : Colony Road.

hereinafter for the sake of brevity referred to as the "Said Property", together with the ground plus upper floors in the building standing thereon.

Second:

The grantor owner is well seized of and well and sufficiently entitled to the said property, the grantor owner intended to develop the said property. The grantor owner with the intention to develop the said property has constructed a building upon the said property, described in the clause first above, consisting of 12 (Twelve) units as per the plans attached hereto at Exh A, the plans for the construction were approved by the Nashik Municipal Corporation by its commencement certificate No. LND/BP/A4/254/9084, dated 20/11/2017. And the grantor owner has completed the construction of the building thereon for which the Nashik Municipal Corporation has

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issued a completion certificate bearing no. Javak Kra./Naravi/A4/20993/6322 dated 06/11/2018.

The building shall be known as "KAABIL APARTMENT" with its postal address at, Wadala, Nashik.

The building construction work is completed as per sanctioned plans. The specifications of the units given herein below are at present final. The grantor owner has not used any option or discretion and they have abided by the present approved plans.

Third:

The building is having Ground plus 4 upper floors, consisting of 12 residential units i.e. total 12 Apartment units.

All the units are capable of individual utilization on account of areas and facilities of the building, each apartment unit will be sold out to the respective owner independently. Each owner will obtain a particular exclusive property thereof and each apartment consisting heritable and transferable immovable property within the meaning of the common law for the time being in force in the state and also undivided interest in general and restrictive common areas and facilities of the building as listed hereinbelow in this deed necessary for their adequate use and enjoyment and hereinafter referred to as general and/or restricted common areas and facilities all of the above in accordance with the Maharashtra Apartment Ownership Act 1970.

Fourth:

That the condominium shall be known as "KAABIL APARTMENT" Condominium and the apartments and the common areas and facilities of the building will be as follows:

Apartment Units- There are total 12 Apartment units.

The measurement of the apartment units are mentioned wall to wall.

1) **Family Unit- Apartment/ Flat No: 101:** It is an apartment on First floor, Carpet area of this apartment is 64.50 Sq.mtrs, being a 2 BHK apartment and is bounded as follows:-

On or towards	By
East	: Marginal Space
West	: Flat No: 103
South	: Marginal Space
North	: Marginal Space & Colony Road.

Name of Owner: Unsold.

Main door of this Apartment has access to common areas namely in the landing.

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- 2) **Family Unit- Apartment/ Flat No: 102:** It is an apartment on **First floor**. **Carpet area** of this apartment is **43.85 Sq.mtrs**, being a **1 BHK** apartment and is bounded as follows:-

On or towards	By
East	: Lift & Staircase
West	: Marginal Space
South	: Marginal Space
North	: Flat No: 103.

*Name of Owner: **Unsold.**

Main door of this Apartment has access to common areas namely in the landing.

- 3) **Family Unit- Apartment/ Flat No: 103:** It is an apartment on **First floor**. **Carpet area** of this apartment is **45.43 Sq.mtrs**, being a **1 BHK** apartment and is bounded as follows:-

On or towards	By
East	: Flat No: 101
West	: Marginal Space
South	: Flat No: 102
North	: Marginal Space & Colony Road.

Name of Owner: **Mrs. Tabassum Babu Attar & Mr. Babu Raheman Attar**, wide Agreement for Sale registered in the office of Sub registrar Nashik-7, wide Serial No: **2083**, dated **20/04/2018**.

Main door of this Apartment has access to common areas namely in the landing.

- 4) **Family Unit- Apartment/ Flat No: 201:** It is an apartment on **Second floor**. **Carpet area** of this apartment is **64.50 Sq.mtrs**, being a **2 BHK** apartment and is bounded as follows:-

On or towards	By
East	: Marginal Space
West	: Flat No: 203
South	: Marginal Space
North	: Marginal Space & Colony Road.

Name of Owner: **Mr. Shaikh Adilraza Khalilahmad & Mrs. Shaikh Husnara Khalilahmad**, wide Agreement for Sale registered in the office of Sub registrar Nashik-7, wide Serial No: **1415**, dated **19/03/2018**.

Main door of this Apartment has access to common areas namely in the landing.

- 5) **Family Unit- Apartment/ Flat No: 202:** It is an apartment on **Second floor**. **Carpet area** of this apartment is **43.85 Sq.mtrs**, being a **1 BHK** apartment and is bounded as follows:-

On or towards	By
East	: Lift & Flat No: 201
West	: Marginal Space
South	: Marginal Space
North	: Flat No: 203.

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Name of Owner: Mr. Riyaz Hasan Patel, Mrs. Shahida Riyaz Patel, Mr. Ajaj Hasan Patel, Mrs. Farhat Ajaj Patel & Mr. Tousif Riyaz Patel, wide Agreement for Sale registered in the office of Sub registrar Nashik-6, wide Serial No: 106, dated 17/01/2018.

Main door of this Apartment has access to common areas namely in the landing.

- 6) Family Unit- Apartment/ Flat No: 203: It is an apartment on Second floor, Carpet area of this apartment is 45.43 Sq.mtrs, being a 1 BHK apartment and is bounded as follows:-

On or towards	By
East	: Flat No: 201
West	: Marginal Space
South	: Flat No: 202
North	: Marginal Space & Colony Road.

Name of Owner: Mr. Riyaz Hasan Patel, Mrs. Shahida Riyaz Patel, Mr. Ajaj Hasan Patel, Mrs. Farhat Ajaj Patel & Mr. Tousif Riyaz Patel, wide Agreement for Sale registered in the office of Sub registrar Nashik-6, wide Serial No: 107, dated 17/01/2018.

Main door of this Apartment has access to common areas namely in the landing.

- 7) Family Unit- Apartment/ Flat No: 301: It is an apartment on Third floor, Carpet area of this apartment is 64.16 Sq.mtrs, being a 2 BHK apartment and is bounded as follows:-

On or towards	By
East	: Marginal Space
West	: Flat No: 303
South	: Marginal Space & Staircase
North	: Marginal Space & Colony Road

Name of Owner: Mr. Shaikh Firoz Salim & Mrs. Shaikh Jaitun Firoz, wide Agreement for Sale registered in the office of Sub registrar Nashik-6, wide Serial No: 3005, dated 23/10/2018.

Main door of this Apartment has access to common areas namely in the landing.

- 8) Family Unit- Apartment/ Flat No: 302: It is an apartment on Third floor, Carpet area of this apartment is 43.85 Sq.mtrs, being a 1 BHK apartment and is bounded as follows:-

On or towards	By
East	: Lift & Staircase
West	: Marginal Space
South	: Marginal Space
North	: Flat No: 303.

Name of Owner: Mr. Asif Rafiyoddin Pathan & Mrs. Musharrat Rafiyoddin Pathan, wide Agreement for Sale registered in the office of Sub registrar Nashik-6, wide Serial No: 3006, dated 23/10/2018.

Main door of this Apartment has access to common areas namely in the landing.

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9) **Family Unit- Apartment/ Flat No: 303:** It is an apartment on **Third floor**, Carpet area of this apartment is **45.43 Sq.mtrs**, being a **1 BHK** apartment and is bounded as follows:-

On or towards	By
East	: Flat No: 301
West	: Marginal Space
South	: Flat No: 302
North	: Marginal Space & Colony Road.

Name of Owner: **Unsold.**

Main door of this Apartment has access to common areas namely in the landing.

10) **Family Unit- Apartment/ Flat No: 401:** It is an apartment on **Fourth floor**, Carpet area of this apartment is **64.50 Sq.mtrs**, being a **2 BHK** apartment and is bounded as follows:-

On or towards	By
East	: Marginal Space
West	: Flat No: 403
South	: Marginal Space & Staircase
North	: Marginal Space & Colony Road.

Name of Owner: **Mr. Mustak Mustufa Chaudhary & Mrs. Rubina Mustak Chaudhary,**
wide Agreement for Sale registered in the office of Sub registrar
Nashik-6, wide Serial No: 3004, dated 23/10/2018.

Main door of this Apartment has access to common areas namely in the landing.

11) **Family Unit- Apartment/ Flat No: 402:** It is an apartment on **Fourth floor**, Carpet area of this apartment is **43.85 Sq.mtrs**, being a **1 BHK** apartment and is bounded as follows:-

On or towards	By
East	: Lift & Staircase
West	: Marginal Space
South	: Marginal Space
North	: Flat No: 403.

Name of Owner: **Mr. Saheer Najeer Shaikh & Mrs. Sajiya Saheer Shaikh,**
wide Agreement for Sale registered in the office of Sub registrar
Nashik-6, wide Serial No: 3020, dated 24/10/2018.

Main door of this Apartment has access to common areas namely in the landing.

12) **Family Unit- Apartment/ Flat No: 403:** It is an apartment on **Fourth floor**, Carpet area of this apartment is **45.43 Sq.mtrs**, being a **1 BHK** apartment and is bounded as follows:-

On or towards	By
East	: Flat No: 401
West	: Marginal Space
South	: Flat No: 402
North	: Marginal Space & Colony Road.

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Name of Owner: Mr. Kausar Nijam Shaikh & Mrs. Usmanaaz Kausar Shaikh,
wide Agreement for Sale registered in the office of Sub registrar
Nashik-7, wide Serial No: 3622, dated 26/07/2018.

Khuram

Main door of this Apartment has access to common areas namely in the landing.

Common Areas and Facilities:

1. All that piece and parcel of the land described hereinabove in clause first.
2. The staircase column from the ground to the common terrace, common terrace and 1 overhead tank on terrace.
3. Foundation and main walls.
4. Drainage, water lines and electrical connections and also the meters including connections and electric motors and the other incidental things, if any.
5. Borewell on the ground floor and pump house with connections electric motors and the other incidental things, if any.
6. 1 overhead tank on the top of the building.

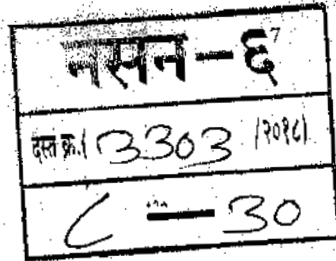
Restricted Area and Facilities:

1. Partition wall common between such two units shall be restricted and shall be common between the two units only.
2. The passage portion lying between staircase and apartment units at various floors and at various stages shall be for the use and enjoyment of all apartment owners.
3. The staircase leading from the ground floor level to the common terrace shall be for enjoyment of all unit holders.

Fifth:

That the right, title, interest of each owner of the unit in general areas and facilities described herein as well as the proportionate share in the profits and common expenses in the said general common areas and facilities and proportionate representation for voting purpose in the meeting of the association of the apartment unit owner in "KAABIL APARTMENT" is based on the proportionate area. That the parking facility for the Residential Units shall be at the Ground floor, each Residential unit being allotted its separate parking space. The table of the areas and percentage of voting rights is given hereunder:-

Unit No.	Carpet Area (in Sq.mtrs.)	Area percentage of Voting
Flat No: 101	64.50	10.50%
Flat No: 102	43.85	7.13%
Flat No: 103	45.43	7.39%
Flat No: 201	64.50	10.50%



Flat No: 202	43.85	7.13%
Flat No: 203	45.43	7.39%
Flat No: 301	64.16	10.43%
Flat No: 302	43.85	7.13%
Flat No: 303	45.43	7.39%
Flat No: 401	64.50	10.49%
Flat No: 402	43.85	7.13%
Flat No: 403	45.43	7.39%
		100%

That the rights, title and interest of each owner of the unit in the restricted common areas and facilities described in above is according to the percentage of voting as listed above or more particularly, it is absolutely common as all or anyone of all can use the said restricted common areas and facilities.

That the proportionate representation in voting provided herein above may be limited in accordance with the provisions of the Bye-laws attached hereto at Exh-B.

Association of Apartments and percentage of voting and/or undivided interest in the common areas and facilities appertaining to the units are not encumbered in any manner.

Sixth:

All the units in the apartment as covered under this declaration are offered to the owner with subject to the provisions of Maharashtra Apartment Ownership Act, 1970. So that the family units in the building may be conveyed and registered as having its own exits to the common areas and facilities of the building. Each family units owner having exclusive and particular rights, title and interest over the respective units and in addition specified undivided interest in the common areas and facilities and restricted common areas and facilities.

Seventh:

That so long as grantor owns one or more than one Apartment units, grantor shall be subject to the provisions of this deed and the Exh A and B attached hereto and the grantor covenants to take no action which shall adversely affect the rights of the association of Apartment owners against latent defects in the building or other rights assigned to the association by reason of establishment of KAABIL APARTMENT condominium.

Eighth:

That the undivided interest in the general and restricted common areas and facilities established herein shall not be changed except with the unanimous consent

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of all the Apartment owners expressed in amendment to this Declaration duly registered.

Ninth:

That the undivided interest in the general and restricted common areas the facilities shall not be separated from the Family units 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 any other instrument

Tenth:

That the Apartment owners 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, decisions or resolutions shall be ground for an action to recover some dues for damages or for injunction relief.

Eleventh:

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 any of the general or restricted common areas and facilities or by the abandonment of his Apartment unit.

Twelveth:

That all present and future owners, tenants, further tenants of any other person that might use the facilities of the building in any manner, are subject to provisions of this deed and that the mere acquisition/rental of any of the family unit of the building or mere act of occupancy of any of such units shall signify that the provisions of this deed are accepted and ratified.

Thirteenth:

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

Fourteenth:

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 assessments by the Association of Apartment owners against the letter of his share of the common expenses at the time of the grant/conveyance without prejudice to the grantee's rights to recover from the grantor the amount paid by the grantee thereof. However any such grantee shall be entitled to a statement from the manager of the association as the case may be setting forth the amount of the unpaid assessment against the grantor due to