538/1085

Thursday,February 27 ,2020

2:03 PM

पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 1240 दिनांक: 27/02/2020

गावाचे नाव: पंचक

दस्तऐवजाचा अनुक्रमांक: नसन6-1085-2020

दस्तऐवजाचा प्रकार : घोषणापत्र

सादर करणाऱ्याचे नाव: एम के बिल्डर्स तर्फे प्रोप्रा ओमप्रकाश मुनिराज यादव

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 640.00
पृष्ठांची संख्या: 32	
एकूण:	रु. 740.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 2:23 PM ह्या वेळेस मिळेल.

Joint S.R. Nashik-6

बाजार मुल्य: रु.1 /-

मोबदला रु.1/-

भरलेले मुद्रांक शुल्क : रु. 100/-

सह. दुय्यम निबंधक वर्ग-२

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.100/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH012572255201920R दिनांक: 27/02/2020
बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.640/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 2602202012061 दिनांक: 27/02/2020
बँकेचे नाव व पत्ता:

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पंजाब नैशनल बैंक punjab national bank

e-Stamp [Simple Receipt] Online Payment Receipt

Challan Number	: MBST26022050342	GRAS GRN	: MH012572255201920R
PaymentDate	: 26/02/2020 14:16:02 PM	Bank Txn ID	: 204990998
District	: 5101-NASHIK	Office Name	: IGR312-NSK2_NASHIK 2 JOINT SUB REGISTRAR
Stamp Duty	: 0030046401-75		
Amount	: 100.00		
Registration Fees	: 0030063301-70		
Amount	: 100.00		
Total Amount	: 200.00		
Duty Payer Name	: OMPRAKASH MUNIRAJ YADAV.	Duty Payer ID	: PAN-AAMPY0989N
Duty Payer Mob No	: +91-9881643583		
Article Code	: 55(b)-Settlement for other Purpose		
Movability	: Innovable	Consideration Amount	: 1.00,
Prop Descr	: PLOT NO 11,S NO 91/2,RUTURAJ APPARTME,PANCHAK,JAIL ROAD ,NASHIK,NASHIK Maharashtra 422101		
Property Area	: 400.00 Sq.Meter		
Other Party Name	: SHANKARLAL RUPCHAND KESWANI	Other Party ID	: PAN-AARPK5211A

Print Reciept

S.R. Keswani

Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN	2602202012061	Date	26/02/2020

Received from m ke builders tarfe propre omprakash muniraj yadav, Mobile number 9881643583, an amount of Rs.640/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R. Nashik 6 of the District Nashik.

Payment Details

Bank Name	PUNB	Date	26/02/2020
Bank CIN	10004152020022609941	REF No.	205014847

This is computer generated receipt, hence no signature is required.

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दस्त क्र.। ९०८५ /२०२०।
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SEAL OF THE JOINT SUB REGISTRAR NASHIK-6

https://gateway.ratnsh.com/MahaStamp/Reciept.aspx

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Index-2(सूची - २)

27/02/2020

सूची क्र.2

मुख्यम निबंधक : सह दु.नि. नाशिक 6
दस्त क्रमांक : 1085/2020
नोंदणी :
Regn:63m

गावाचे नाव : पंचक

(1)विलेखाचा प्रकार	घोषणापत्र
(2)मोबदला	1
(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	1
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन :, इतर माहिती: तुकडी जिल्हा नाशिक पोट तुकडी तालुका नाशिक पैकी नाशिक महानगरपालिका हद्दीतील मौजे पंचक गावच्या शिवारातील सर्व्हे नं 91/2 पासी प्लॉट नं 11 मांसी सिटी सर्व्हे नं 1732 यावरील ऋतुराज अपार्टमेंट हि मिळकत या दस्ताचा विषय आहे((Survey Number : 91/2 ; Plot Number : 11 ;))
(5) क्षेत्रफळ	1) 400 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-शंकरलाल रुपचंद केसवानी तर्फे स्वे नु म्हणून ओमप्रकाश मुनिराज यादव वय:-47; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: राजलक्ष्मी सोसायटी दुर्गा मंदिर जवळ जेल रोड नाशिक रोड नाशिक , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, नाशिक. पिन कोड:-422101 पॅन नं:-AAMPY0989N 2): नाव:-एम के बिल्डर्स तर्फे ओमा ओमप्रकाश मुनिराज यादव वय:-47; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सदनिका नं 3 राजलक्ष्मी सोसायटी दुर्गा मंदिर जवळ जेल रोड नाशिक रोड नाशिक, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, नाशिक. पिन कोड:-422101 पॅन नं:-AAMPY0989N
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	
(9) दस्तऐवज करुन दिल्याचा दिनांक	27/02/2020
(10)दस्त नोंदणी केल्याचा दिनांक	27/02/2020
(11)अनुक्रमांक,खंड व पृष्ठ	1085/2020
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14)शेरा	

सूची क्र. II
नोंदणी नंबरची प्रथम प्रत
अस्सल बरहुकुम नक्कल
सह दुय्यम निबंधक वर्ग-२,
नाशिक-६

मुल्यांकनासाठी विचारात घेतलेला तपशील:-	मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारनुसार आवश्यक नाही दस्तप्रकारनुसार आवश्यक नाही
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :	Affidavit

SEAL OF THE JOINT-SUB-REGISTRAR Class-2 सह दुय्यम निबंधक वर्ग-२, नाशिक-६ यांची मुद्रा
सत्यमेव जयते
NASIK - 6

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क्रमांक ९०८५/२०२०
२ — ३२

Stamp : Rs. 100/-
Registration Fee: Rs. 100/-

DECLARATION OF APARTMENT

This Deed of Declaration of Apartment is made & executed at Nashik on this **27th** day of the month of **February** in the year **2020.**

BY

MR. SHANKARLAL RUPCHAND KESWANI, PAN: AARPK5211A, Age: 76 Years, Occupation: Business, Residing at: H-5, Dream Mini Market, Ground Floor, Opp. Saint Filomena English School, Jail Road, Nashik Road, Nashik-422101.

. Hereinafter referred to as the **GRANTOR OWNER** (which terms, unless, it be repugnant to the context or meaning thereof, shall mean & include his legal heirs, administrators, assignees, representatives etc) **OF THE FIRST PART,**

AND

Mr. OMPRAKASH YADAV Proprietor of M. K. BUILDES, PAN: AAMPY0989N, Age: 47 Years, Occupation: Business, Residing at: Flat No. 03, Rajlaxxami Society, Near Durga Mandir, Jail Road, Nashik-422101.

Hereinafter referred to as the **GRANTOR DEVELOPER** (which terms, unless, it be repugnant to the context or meaning thereof, shall mean & include his legal heirs, administrators, assignees, representatives etc) **OF THE OTHER PART.**

ONE: WHEREAS the Vendor/ **Grantor Owner** is well and sufficiently seized and possessed of all the piece & parcel of the landed property, more particularly described in the Schedule -I written hereunder & hereinafter referred to as the **"SAID PLOT"** by virtue of the Sale-Deed executed by original owners Mrs. Lata Popat Pawar, Mrs. Jayashree Pankaj Shewale & Mrs. Vanita Nandkishor Korde in favour of the Vendor/ **Grantor Owner** dated 23/08/2016 registered with Sub-Registrar, Nashik-2 at Sr.No. NSN-2-5963/2016 on 24/08/2016.

SECOND: AND WHEREAS the Collector Nashik has granted N.A. use permission to the said plot vide N.A. order No. R.B./DESK/III/LNA S.R./388/81, dated 27/11/1981 and the final lay-out of the said plot is sanctioned by the Nashik

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Municipal Corporation vide their letter No. R.P./PANCHAK/NK/3757, Dated 03.01.1981.

AND WHEREAS: the Vendor has appointed Architect Gaurav P. Badwe Prop. of Brahma Consultants as a Architect and have got sanctioned a building plan on the said plot from Nasik Municipal Corporation vide letter No. LND/BP/C4/3935/116 dated 19/08/2017 & has completed the building and have got the completion certificate vide letter No. Nanivi/Nashik Road/23088/2019 Dated 06/012/2019accordingly. (hereinafter referred to as the "**SAID BUILDING**" and each apartment is having independent approach to it along-with all the required facilities and amenities.

AND WHEREAS: to acquire perfect title & legal status to each independent constructed unit, the Vendor hereby admits and agrees to submit the said plot along-with the said building thereon under the scheme of apartments U/S 2 & 11 of The Maharashtra Ownership of Apartment Act. 1970 and under rule 3 of the Maharashtra Ownership of Apartment rules- 1972 vide a DEED OF DECLARATION OF APARTMENTS will be registered accordingly the said building shall be named as "**RUTURAJ APARTMENT**". The declaration is made and executed in respect of the said building known as "**RUTURAJ APARTMENT**" constructed on the said property. (hereinafter referred to as the said building) as follows -

Floor			**Family Units**
Ground	...	...	Parking
First	...	...	3 Apartments
Second	...	...	3 Apartments
Third	...	...	3 Apartments
Fourth	...	...	3 Apartments

Together with open spaces, terraces, parking spaces, Lobbies, Stair cases, Varandas etc. as per sanctioned building plan the said building consist of 12 flats / residential units.

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AND WHEREAS the title of the Vendor to the said property is clear marketable & free from all types of encumbrances & the Vendor has obtained title certificate of that effect from Adv. A.N. Wakchaure.

THREE: And whereas the said residential units are termed as & shall be referred to as "the said Apartments or Family units" & property rights, which are heritable & transferable and each apartments shall be treated as an independent unit owned & possessed by individual purchaser.

FOUR: And whereas apart from the construction of the said family units, there are areas of the said property & construction thereon, over which the GRANTOR OWNER & GRANTOR DEVELOPER & various purchasers shall have restricted, as well as, general & common rights, as appearing hereinafter in this deed.

FIVE: AND WHEREAS the said building being constructed on the said land is constructed as per the prevalent rules of the Floor Space Index (F.S.I.) therefore considering the land area of 400.00 Sq. Mtrs. and T.D.R. of 124.60 Sq. Meters.

SIX: AND WHEREAS in pursuance to the development of the said land and to have perfect title to each independent constructed tenement /family unit, constructed upon the said land and to transfer the same in favour of the respective owners, it is necessary to have a legal status & perfect title for each independent constructed premises and for that purpose, the GRANTOR OWNER & GRANTOR DEVLOPER has decided to submit the said property & constructed apartment/ family units on it under the scheme of Apartments U/S/ 2 & 11 of the MAHARASHTRA OWNERSHIP OF APARTMENTS ACT - 1970, hereinafter referred to as the "SAID ACT" & under rule 3 of the same act, hereinafter referred to as the "SAID RULES". This being one of the development activities and responsibilities the GRANTOR DEVELOPER for himself and as GRANTOR OWNER is competent to sign and execute this deed of declaration.

SEVEN: AND WHEREAS the said property along with the buildings being constructed thereon is hereby submitted under the provisions of the "Maharashtra Ownership of Apartment Act 1970 & the rules there under & hereinafter shall be

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known as the **"RUTURAJ APARTMENT"** and shall have following family units, common areas and facilities:

(A) FAMILY UNITS:

Out of the total available F.S.I. to the said land, as on today. F.S.I. to the extent of **565.44** sq. Mtrs. has been consumed by granter DEVELOPER for the construction. The building of **"RUTURAJ APARTMENT"** shall have **12** residential units on the floors as it is already mentioned in para number second above. The particulars of the said units are as given below:

FLOOR NO.	FAMILY UNIT NO.	NAME OF THE OWNER	CARPET AREA IN SQ. MTS.
Ground	Parking	Common	400.00
First	Apartment No. 1	1. Mr. JAGDISH BHAURAO GAIKWAD, 2. Mrs. NILAM JAGDISH GAIKWAD	49.90
	Apartment No. 2	1. Mr. AMOL LILADHAR PATIL, 2. Mrs. ANKITA AMOL PATIL	47.90
	Apartment No. 3	1. MRS. SHEELA SHIVSHANKAR VISHWAKARMA, 2. MR. SHIVSHANKAR RAMCHANDRA VISHWAKARMA	49.90
Second	Apartment No. 4	Unsold	49.90
	Apartment No. 5	SMT. VANITA DILIP GHANGALE	48.35
	Apartment No. 6	1. MR. SANTOSH NIVRUTTI GHUTE, 2. MRS. JYOTI SANTOSH GHUTE	52.00
Third	Apartment No. 7	1. Mr. NANDKISHOR RAMESH SHINDE, 2. Mrs. MONALI BALU GAIKWAD	49.90
	Apartment No. 8	Unsold	48.35
	Apartment No. 9	Unsold	52.00
Fourth	Apartment No. 10	1. MR. TRIVENIPRASAD JITNARAYAN VISHWAKARMA, 2. MRS. GAYATRIDEVI TRIVENIPRASAD VISHWAKARMA	49.90
	Apartment No. 11	SMT. MEENA JITENDRA JADHAV	48.35
	Apartment No. 12	1. MR. SHANKAR KARBHARI KALE, 2. MRS. NANDA SHANKAR KALE	52.00

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६ — ३२

II) Each family unit purchaser owner shall have proportionate share in the common area & facilities available in the said land & the said building thereon. Each family unit shall be provided with water & electricity connection along with internal common amenities, as per there respective agreements. The measurements of the said family units shall be on the basis of built-up area, which shall be calculated as follows:

Built-up Area = Carpet area + 35% Built-up factor + 50% of the attached open to sky terrace (if any) + 33% of attached garden space (if any) + 75% of porch area (if any). Cupboards, Balconies, Door Jams will be added 100% in carpet area. For Car parking 50.00 Sq. Ft. area has been added for the purpose of calculating of Built-up.Area. This is taken in Schedule-II of Apartment Deed or Agreement for sale of respective units. Designs, specifications, boundaries of each family unit and its independent access / entrance shall be as per the approved building plan attached hereto as Exhibit - A.

B) **COMMON AREAS FACILITIES:** Following described areas & facilities shall be related as the properties of all the unit owners & each unit owner shall have his interest & right in the said common areas & facilities, proportionate to his her ownership percentage as described, in detail, hereinafter, the particulars of the said common areas and facilities are as follows-

1. The common staircase available to the building.
2. The common Lift available in the building.
3. The overhead & underground water tank constructed on the top of the building.
4. Plumbing network throughout the said building.
5. Electric wiring at all common spaces & up to the entrance of each family unit, along with main electric supply up to meter.
6. Foundation column & roofs along with all common walls as shown on the plan at Ext-A.
7. The septic tank.
8. Common parking provided on the ground floor.

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The open ground space/marginal space around existing building which are to restricted herein will be the common ground space available to the **"RUTURAJ APARTMENT"** and same shall be used as an access for the entrance of the said **"RUTURAJ APARTMENT"** and ground space available to the common use and occupation.

However, the said open space shall be available with the right to enjoy it as an open space only without causing any obstruction thereon so as to cause any hurdle for moving around other vacant parts of the said property. Therefore the right for enjoyment of the said common space is granted under this deed of declaration as said common areas & facilities.

2. The varandhas, terraces, balconies, toilets, bathrooms attached to the respective Apartments shall be use, occupied & enjoyed by the owners of respective apartments only. None of the owners of other apartment in said building of the **"RUTURAJ APARTMENT"** Condominium" shall have any rights to use or to object or to create any hurdles for such exclusive use or enjoyment of the said amenities.

3. Apart from the aforesaid FLOOR SPACE INDEX i.e. F.S.I. consumed, in case of any balance F.S.I. and /or additional F.S.I. is made available by virtue of any change in the relevant act or bye laws or due to the relaxation in the bye-laws by the Government or by the local self government or by any competent authority, then the GRANTOR DEVELOPER shall alone have the right to use such additional F.S.I. & derive maximum benefits there from, by causing the construction upon the terraces, of the building of the **"RUTURAJ APARTMENT"** Condominium" which is exclusively reserved for the GRANTOR DEVELOPER and / or as deem fit by him. No purchasers of the apartments in the said building will be entitled to raise any objection or dispute for such grant of additional Floor Space Index and its utilization by the "Grantor Developer"

The top terrace of the said building shall always belong to the Grantor Developer & he shall have all the ownership rights of the said top terrace. The grantor

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Developer also shall have all the rights to utilize all the F. S. I. available as per the T.D.R. scheme on the said landed property & none of the purchaser in the said building shall ever claim any rights available as per the said T.D.R. scheme. Similarly the grantor developer shall have all the rights to utilize, construct & to sell, over the top terrace of the said building, all the F.S.I. available to the grantor developer on any other landed property. The Grantor Developer shall have all the rights to construct one or more buildings on the remaining area of the said landed property, as & when required by the grantor Developer.

EIGHT: That the right, title & interest of each owner of a family unit located on each floor of the said **"RUTURAJ APARTMENT"** Condominium" will be decided any calculated on the basis of the following mentioned percentage of ownership. In case a decision is required to be taken in respect of any issue relating to the said **"RUTURAJ APARTMENT"** Condominium" each family unit owner will have the voting right, as per the percentage of voting, as mentioned below.

FAMILY UNIT NO.	NAME OF THE OWNER	AREA IN SQ. MTS.	PERCENTAGE OF OWNERSHIP	PERCENTAGE OF VOTING RIGHTS
First	Apartment No. 1	1. Mr. JAGDISH BHAURAO GAIKWAD, 2. Mrs. NILAM JAGDISH GAIKWAD	8.34	8.34
	Apartment No. 2	1. Mr. AMOL LILADHAR PATIL, 2. Mrs. ANKITA AMOL PATIL	8.00	8.00
	Apartment No. 3	1. MRS. SHEELA SHIVSHANKAR VISHWAKARMA, 2. MR. SHIVSHANKAR RAMCHANDRA VISHWAKARMA	8.34	8.34
Second	Apartment No. 4	Unsold	8.34	8.34
	Apartment No. 5	SMT. VANITA DILIP GHANGALE	8.08	8.08
	Apartment No. 6	1. MR. SANTOSH NIVRUTTI GHUTE, 2. MRS. JYOTI SANTOSH GHUTE	8.69	8.69
Third	Apartment No. 7	3. Mr. NANDKISHOR RAMESH SHINDE, 4. Mrs. MONALI BALU GAIKWAD	8.34	8.34

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	Apartment No. 8	Unsold	8.08	8.08
	Apartment No. 9	Unsold	8.69	8.69
Fourth	Apartment No. 10	3. MR. TRIVENIPRASAD JITNARAYAN VISHWAKARMA, 4. MRS. GAYATRIDEVI TRIVENIPRASAD VISHWAKARMA	8.34	8.34
	Apartment No. 11	SMT. MEENA JITENDRA JADHAV	8.08	8.08
	Apartment No. 12	1. MR. SHANKAR KARBHARI KALE, 2. MRS. NANDA SHANKAR KALE	8.69	8.69
		Total	100	100

In any case, the voting rights of any of the members of the said "RUTURAJ APARTMENT" Condominium" shall not exceed the said percentage as mentioned hereinabove. The daily business of the said "RUTURAJ APARTMENT" Condominium" shall be carried out as per the provisions, bye-laws rules and regulations of the said condominium, as contained hereunder in this deed of declaration. And in case of any dispute or difference of opinion amongst the members of this said condominium, there shall be a voting of all the members of the said association as per the voting rights mentioned and described hereinabove in this present deed of apartment. The result of the said voting shall be final and binding on all the owners and all the occupants of all the apartments in the said building of "RUTURAJ APARTMENT" CONDOMINIUM" and the same shall be implemented strictly, and none of the apartment owner or the occupant shall have any right to oppose/obstruct of offend such implementation of the said resolution.

NINE:

(A) Proportionate representation for voting purpose as provided hereinabove in Para No. EIGHT, may be limited in accordance with the provisions of the bye-laws of attached here to as Exhibit-B.

(B) Areas and facilities, appertaining to the apartments are not encumbered, in any manner whatsoever, on the date of this deed.

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