



29/12/2020

सूची क्र.2


मुख्य निबंधक : सह दु.नि. नाशिक 3

दस्त क्रमांक : 7987/2020

नोंदणी :

Regn.63m

गावाचे नाव : कामठवाडा

(1) विलेखाचा प्रकार	डीड ऑफ अपार्टमेंट	
(2) मोबदला	3700000	
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	3011000	
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:नाशिक म.न.पा. इतर वर्णन : , इतर माहिती: मौजे कामठवाडे येथील सर्व्हे नंबर 28/3/1+28/3/2+28/5/1 यांसी एकुण क्षेत्र 5700.00 चौ.मि. पैकी डी.पी.रोड कडे वर्ग झालेले क्षेत्र 970.00 चौ.मि. यावरील अंतरिक्ष अपार्टमेंट या इमारतीतील सी विंग मधील पहिल्या मजल्यावरील फ्लॅट नंबर 102 यासी कार्पेट क्षेत्र 71.74 चौ.मि. व युसेबल क्षेत्र बाल्कनी/युटिलीटी 18.09 चौ.मि. क्षेत्राची मिळकत. विभाग क्रं. 13.6.((Survey Number : 28/3/1+28/3/2+28/5/1 ;))	
(5) क्षेत्रफळ	1) 71.74 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:-रवि महाजन बिल्डर्स अँड डेव्हलपर्स प्रा.लि. तर्फे डायरेक्टर श्री. रवि रघुनाथ महाजन यांचे वि.सु. श्री. अविनाश शरद गायकवाड वय:-38; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: दि प्रेसिडेन्सी,गडकरी चौक,जुना आग्रा रोड, नाशिक, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, नाशिक. पिन कोड:-422002 पॅन नं:-AACCR6428A	
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-श्री. किरण त्र्यंबक गुठले -- वय:-43; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: अंतरिक्ष अपार्टमेंट, फ्लॅट नं.102, सी विंग, देना बँकेच्या मागे, अंबड लिंक रोड, कामठवाडे शिवा, नाशिक, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, नाशिक. पिन कोड:-422008 पॅन नं:-AHDPG8798D 2): नाव:-सौ. प्रतिभा किरण गुठले -- वय:-41; पत्ता:-प्लॉट नं:-, माळा नं:-, इमारतीचे नाव: अंतरिक्ष अपार्टमेंट, फ्लॅट नं.102, सी विंग, देना बँकेच्या मागे, अंबड लिंक रोड, कामठवाडे शिवा, नाशिक, ब्लॉक नं:-, रोड नं:-, महाराष्ट्र, नाशिक. पिन कोड:-422008 पॅन नं:-AVJPG6530H	
(9) दस्तऐवज करून दिल्याचा दिनांक	29/12/2020	
(10) दस्त नोंदणी केल्याचा दिनांक	29/12/2020	
(11) अनुक्रमांक, खंड व पृष्ठ	7987/2020	
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	100	
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	100	
(14) शेर		

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुल्यांकनाची आवश्यकता नाही कारण करारनामा अलाहिदा नोंदविला आहे कारणाचा तपशील करारनामा अलाहिदा नोंदविला आहे

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-:

Movable Property (Same as Clause 25-a)



सूची क्र.11
नोंदणी नंतरची प्रथम प्रत
अरसल वरहुकुम नवकल
सह. मुख्य निबंधक वर्ग-२
नाशिक-३

नसपन-३
दस्त क्र. (७२२ / २०२०)
२-२५



[1]

CONSIDERATION RS. 37,00,000/-
MARKET VALUE RS. 30,11,000/-
STAMP RS. 2,22,000/- PAID ON AGREEMENT OF SALE
REGISTERED AT SR. NO. 1057/2019 ON 11/02/2019.
DECLARATION OF APARTMENT REGISTERED AT SR. NO. 4865/
2019 ON 23/07/2019.

DEED OF APARTMENT

THIS DEED OF APARTMENT is made & executed at Nashik on this 29th day of DECEMBER 2020.

BETWEEN

RAVI MAHAJAN BUILDERS AND DEVELOPERS PVT. LTD., PAN-AACCR6428A, A Company duly incorporated under the Companies Act having its office at 109, 113-116, The Presidency, Gadkari Chouk, Old Agra Road, Nashik-422002 through its **DIRECTOR MR. RAVI RAGHUNATH MAHAJAN**, Age 52 Years, Occupation Business, R/o. Nashik, **AADHAAR No. 6115 5927 5134** Hereinafter referred to as the **GRANTOR** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include its other partners, their legal heirs, executors, administrators, assigns, etc.) of the **ONE PART**.

AND

[1] **MR. KIRAN TRYAMBAK GUTHALE**
Age 43 Years, Occupation Business,
PAN No. AHDPG8798D
AADHAAR No. 5692 5945 8104.

[2] **MRS. PRATIBHA KIRAN GUTHALE**
Age 41 Years, Occupation Service,
PAN No. AVJPG6530H
AADHAAR No. 9433 8580 5778.

Both R/o. Flat No. 102, Wing "C", Antariksha Apartment, Behind Dena Bank, Wavre Nagar, ITI - Ambad Link Road, Kamathwade Shiwar, Nashik - 422008.

Hereinafter referred to as the "**PURCHASER/S**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors, administrators, assigns, etc.) of the **OTHER PART**.

WHEREAS the Vendor is the absolute & exclusive owner & is otherwise well & sufficiently entitled to all that piece & parcel of the land bearing S. No. **28/3/1+28/3/2+28/5/1** situated at Village Kamathwade, Tal. Nashik, Dist. Nashik, more particularly described in the schedule written hereunder and hereinafter referred to as the Said property.

AND WHEREAS the Vendor has purchased the said property total admeasuring 5700.00 Sq. Mtrs. from the previous owner M/s. Shweta



Infrastructures and Housing (I) Pvt. Ltd. by sale deed dated 05/07/2012 which is duly registered at the office of Sub Registrar, Nashik-3 at Sr. No. 6989 on 05/07/2012 and name of the Vendor is mutated in the owners column of the record of rights and the 5700.00 Sq. mtrs. comprises of three different areas of different 7/12 extract and name of the Vendor is mutated in the 7/12 extracts and the vendor prepared a building plan which is duly approved by Nashik Municipal Corporation and as such a single 7/12 extract for 5700.00 Sq. Mtrs. is prepared and as per approved building plan 970.00 Sq. Mtrs. is subjected to road widening and the said area is handed over to Nashik Municipal Corporation by the vendor/ promoter and as such remark to that effect is mutated in the other rights column of the record of rights and as such only 4730.00 Sq. Mtrs. remained for development and construction and therefore this declaration of apartment is pertaining the admeasuring 4730.00 Sq. Mtrs. only.

AND WHEREAS the said property is duly converted to Non Agri. use u/s. 44 of the M.L.R. Code under order of Collector, Nashik under No. Maha/Kaksha-3/4/Bi.she.Pra.Kra./14/2012, Dated 27/01/2012

AND WHEREAS the Vendor prepared a building plan which is duly sanctioned by the Nashik Municipal Corporation under commencement certificate NO. LND/BP/CD/B4/542/5046, dated 26/12/2012 for extension of commencement certificate is obtained under No. Nagarrachana Vibhag/Vashi/20/15 on 09/01/2015 and again the said building plan is revised under No. LND/BP/ B2/217 /3405 Dated 29/07/2017 and as per the building plan the Vendor /Promoter has completed the construction on the said property and constructed a building consisting of three wings "A", "B" and "C", hereinafter referred to as the SAID BUILDING and obtained completion certificate under No. **NANIVI/23156/2019**, dated **12/07/2019** from Nashik Municipal Corporation.

AND WHEREAS the Vendor has registered the Project under the provisions of with the **Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority under the project registration No. P51600009960** on **23/08/2017**.

AND WHEREAS the purchaser/s demanded from the Vendors and the Vendor has given inspection to the Purchaser/s and delivered the copies of all the documents, Agreements, Plans, Designs and Specifications prepared by the Architect of the Vendors and of such documents which are specified under Mah. Ownership Flat (Regulation of promotion of Construction, Sale, Management and Transfer) Act 1963 (Hereinafter referred to as the said act) and rules thereunder, the purchaser/s is satisfied about the same.

AND WHEREAS the Vendor/ Promoter subjected the said property to the provisions of Maharashtra Apartment Ownership Act and executed a Declaration under Rule 3 of the Maharashtra Apartment Ownership Rules 1972 and as per the said declaration and as per the provisions of Maharashtra Apartment Ownership Act, this deed of apartment is executed amongst the parties and the area mentioned in the Declaration of Apartment Sr.No. 4865/2019 dated 23/07/2019 is as per the approved building plan as well as accordingly to the completion plan.

[3]

नस्रन-३
दस्ता क्र. (२०२०)
६-२



AND WHEREAS the Vendor agreed to sell the apartment/ Flat in the said building to different purchasers described in the second schedule written hereunder in the building known as "**ANTARIKSHA APARTMENT**", constructed on the said property and accordingly the vendor executed an agreement of sale in favour of the purchaser which is duly registered at the office of Sub Registrar, Nashik and in consistence with the said agreement of sale, this deed of apartment is executed.

NOW THEREFORE THIS DEED OF APARTMENT WITNESSETH AS HEREIN:-

- (1) That in pursuance of the terms and conditions agreed to between the Purchaser and the Vendors and in consistence with the agreement of sale, the Vendors does hereby sell, alienate, transfer, assign and convey all that piece and parcel of the said FLAT as described in the schedule written hereunder, unto the Purchaser for total price and full consideration of **Rs. 37,00,000/- (Rs. Thirty Seven Lakh only)** which the Vendor has received before execution of deed from time to time. The receipt of the entire amount of consideration the Vendor do hereby admit and acknowledge and discharge the Purchaser and the said FLAT therefrom and nothing is due and payable towards the amount of consideration. The said price and consideration is fixed in lumpsum and is as per the existing market rate in the locality and there is no dispute about the same.
- (2) In case of any Tax as may be levied by Govt. like GST, or any tax levied in future, the purchaser/s shall be liable for the same and the vendor shall be liable to recover the same from the purchaser/s.
- (3) That the actual, clear, vacant and peaceful possession of the said FLAT is delivered by the Vendor to the Purchaser on execution of this conveyance and the Vendor hereby confirms the possession and the Purchaser has occupied the said FLAT. The purchaser has verified the said flat, quality of construction, amenities provided therein, carpet area of the said flat and he is satisfied about the same and the purchaser has no complaint about the same.
- (4) The Vendors do by this deed of conveyance absolutely grant, sell, assign, transfer and convey and assure forever unto the Purchaser **ALL THAT** the said FLAT as described in the schedule alongwith the easementary rights thereto.
- (5) The Vendors hereby declares and assures the Purchaser as follows;
 - (a) That the said FLAT admeasures **71.74** Sq. Mtrs. Carpet area + usable area of Balcony + Utility + Alternate Terrace admeasuring **18.09** Sq. Mtrs. as per the approved completion building plan.
 - (b) That the Vendor is the full, absolute and exclusive owner of the said FLAT conveyed hereunder to the Purchaser.
 - (c) That the said FLAT and every part thereof is free from all the charges, encumbrances whatsoever.
 - (d) The title of the Vendor to the said FLAT is clear, negotiable and marketable without any defects whatsoever.

[5]

नसिन-३
दात क्र. (२६५६/२०२०)
४७२



(13) That the Vendor shall allot the parking spaces to any flat owner of their choice and the new flat purchasers shall have option for unallotted parking only.

(14) That in any case all the flat purchaser shall be liable to pay the maintenance with effect from such date as decided by flat owners and the developers irrespective of when the possession is delivered to the flat purchaser.

(15) Rs. 50,000/- towards corpus fund to be deposited in the name of association of apartment and Rs. 15,000/- per annum towards the maintenance of the building. That the said amount of corpus fund and maintenance shall be used towards all maintenance of the building, lift maintenance and common areas surrounding the premises etc. as all the apartments owners may decide. The entire project will be maintained out of this corpus fund. If in future, the corpus fund becomes inadequate for regular maintenance or exhausted, all the flat purchasers will have to contribute the amount as decided by Vendor or the Association of Flat Owners after handing over the maintenance to them. That even though the vendor has decided the aforesaid amount of corpus fund and utilization of the same, all the flat owners may decide the annual maintenance and corpus funds as they may deem fit from time to time and the said amount of maintenance and corpus fund shall be deposited in any of the nationalized bank or co-operative bank and the interest accrued thereon shall be used for the maintenance and if the interest is insufficient all the members shall collect additional amount or increase the corpus fund amount as they may decide.

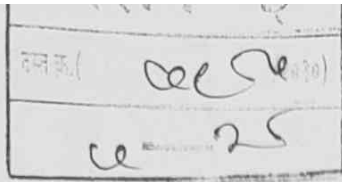
(16) That the association shall be liable for the maintenance of the lift, fire equipments, electric motor, pump sets, etc.

(17) The association shall be liable for the AMC of fire equipments, lift, DG set, Garbage Chute Machine, etc. at their own costs and expenses.

(18) That at the time of approval of building plan the Carpet area of the said Flat was 87.82 Sq. Mtrs. but at the time of completion certificate as per the new rules of calculation under RERA as well as municipal corporation the Carpet area of the said flat has become **71.74** Sq. Mtrs. and usable area of Balcony + Cupboard + Utility + Otta total admeasuring **18.09** Sq. mtrs. And the Purchaser/Allottee is aware of the said fact and has no complaint about the same and has no complaint about the same and shall not ask for any refund or compensation for the same from the vendor.

(19) The vendor has provided water connection from Nashik Municipal Corporation and the said water connection is provided on the water tank on the ground floor. The vendor shall not be responsible and liable for the shortage of water supply from Nashik Municipal Corporation or in case Nashik Municipal Corporation reduces the water supply for any reasons whatsoever.

(20) That the common boring for all the wing shall be provided in the proper marginal space along with motor and pump set and the same shall be maintained by the apartment owners and the water of boring shall be used for both the wings and garden purpose even if it is provided in the side margin of any of the wing.



[6]

(21) No over head/under ground separate water tank shall be provided for boring water and the water from the boring shall be used only in the circumstances of shortage of municipal water supply and washing car.

(22) That all the terms, conditions and contents and the undertakings of the purchaser and the covenants by the purchaser as mentioned in the agreement of sale shall be binding on the purchaser and shall be treated as integral part of this deed.

FIRST SCHEDULE OF THE SAID PROPERTY

All that piece and parcel of the land admeasuring **4730.00** Sq. Mtrs. out of S. No. **28/3/1+28/3/2+28/5/1** total admeasuring **5700.00** Sq. Mtrs. Out of which **970.00** Sq. mtrs is subjected to D. P. Road widening situated at Village Kamathwade, Taluka and District Nashik, within Nashik Municipal Corporation and within Registration and Sub Registration District Nashik, bounded as follows :-

- On or towards East :- By S.No. 29
On or towards West :- By S.No. 28 Part.
On or towards South :- By 18 Mtr. D.P. Road & S. No.28/5 Part.
On or towards North :- By S. No.28/3/2 Part

SECOND SCHEDULE THE PROPERTY AGREED TO BE TRANSFERRED

NAME OF THE PROJECT	ANTARIKSHA APARTMENT
WING	"C"
FLAT NO.	102
FLOOR	FIRST
CARPET AREA	71.74 SQ. MTRS.
USABLE AREA OF BALCONIES + UTILITY	18.09 SQ. MTRS.
PERCENTAGE	0.98 %

BOUNDRIES OF THE SAID FLAT

EAST	BY DUCT & FLAT NO. 103, WING "C"
WEST	BY SIDE MARGIN
NORTH	BY SIDE MARGIN
SOUTH	BY LANDING & STAIRCASE, WING "C"

[7]


नसम-3	
दस्तावेज क्र. ()	2020
20	



**IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED
HEREUNTO ON THIS DAY, DATE AND YEAR FIRST
MENTIONED HEREINABOVE.**



SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED
**RAVI MAHAJAN BUILDERS & DEVELOPERS
PVT. LTD.** through its DIRECTOR
**MR. RAVI RAGHUNATH MAHAJAN
[VENDOR]**

|  



SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED
[1] MR. KIRAN TRYAMBAK GUTHALE

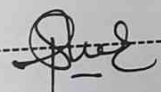
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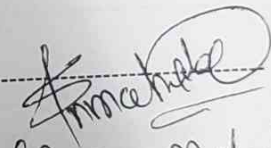


**[2] MRS. PRATIBHA KIRAN GUTHALE
[PURCHASER/S/ALLOTTEE]**

|  

Witnesses:

[1] 
(Sonali D. Shelar)

[2] 
(Geeta Mahale)

दस्तावेज क्र. (२२२२)
२२२२



नाशिक महानगरपालिका, नाशिक

इमारत बांधकामाचा वापर करणे बाबतचा दाखला

No.

23156

(पूर्ण/अंशपूर्ण)

जावक क्र./नविघ/2394E/209E

दिनांक : १२/०७/२०१९

श्री./श्रीमती श्री. महाजन विन्सेन्स अँड डेव्हलपर्स प्रा.ली. तर्फे डायरेक्टर श्री. नवि देवनाथ महाजन.

पॅन क्रमांक :

प्रकल्पाचे ठिकाण व पत्ता : अयुटवडनगर कामटवाडे शिवाय नाशिक.

आपला अर्ज क्रमांक बी-२/१२५ दि.१५/०३/२०१९

व्हॅकंट प्लॉट / घरपट्टी इंडेक्स नं.

महाशय,

दाखला देण्यात येतो की, कामटवाडे शिवारातील/सि.स.नं., स.नं. २८/३१+२८/३२+२८/४१

प्लॉट नं. — अं.भू. क्र.

मधील इमारतीच्या तळपाकिंग + १२ मजले (A+B+C) विभाग (D) मजले

मजल्याचे इकडील बांधकाम परवानगी क्र. बी-२/२१७/३८०५

दिनांक २९/०७/२०१७ अन्वये

दिल्याप्रमाणे आर्किटेक्ट/इंजि./सुपरवायझर, श्री. उमेश व्यास

रजिस्ट्रेशन क्र.

यांचे निरीक्षणाखाली पूर्ण झाली असून निवासी/निवासेतर/सैक्षिक/निवासी

कारणासाठी खालील अटी

शर्तीस अधिन राहून इमारतीचा वापर करणेस परवानगी देण्यात येत आहे.

- १) एकूण बांधकाम क्षेत्र ११२.३५ चौ.मी. या पैकी निवासी ११२.३५ निवासेतर — चौ.मी.
- २) एकूण चटई क्षेत्र ९२३८.७२ चौ.मी. या पैकी निवासी ९२३८.७२ निवासेतर — चौ.मी.
- ३) एकूण पाकिंग क्षेत्र — या पैकी निवासी — निवासेतर — चौ.मी.

१) सदर इमारतीचा वापर निवासी/निवासेतर/सैक्षिक/निवासी कारणाकरिताच करता येईल.

त्या वापरात बदल करता येणार नाही. वापरात बदल करावयाचा झाल्यास इकडील कार्यालयाची पूर्व परवानगी घ्यावी लागेल.

२) अग्निशमन विभागाचा अंतिम दाखला क्रमांक मनक|फायर|WS|III|Resi|04|2019 अ. ५/०६/२०१९

३) पर्यावरण विभागाचा नाहरकत दाखला क्रमांक —

४) घरपट्टी आकारणी करणेकामी संबंधित विभागात संपर्क साधावा.

५) सदर इमारतीत म.न.पा.च्या पूर्व परवानगी शिवाय वापरामध्ये व बांधकामामध्ये कोणताही बदल करता येणार नाही, तसे केल्याचे आढळून आल्यास नियमांतील तरतुदीनुसार कडक कारवाई करण्यात येईल.

६) वापरणी वट्टे मजले फीक. २९०००१- व फीकडे ई.क. २९१०५१- पाने. ४९/०२/०७
दि. ०९/०७/२०१९ अन्वये अर्ज आहे.

कार्यकारी अभियंता
नगर नियोजन विभाग
नाशिक महानगरपालिका, नाशिक



नसम-३
दस्तावेज क्र. ७२५
०९/०८/१७



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 :
P5160009960

Project: **Antariksha Apartment**, Plot Bearing / CTS / Survey / Final Plot No.: **28/3/1-28/3/2-28/5/1** at **Nashik, Nashik, Nashik, 422008**;

1. **Ravi Mahajan Builders & Developers Pvt.Ltd.** having its registered office / principal place of business at **Tehsil: Nashik, District: Nashik, Pin: 422002.**
2. This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

 - The Registration shall be valid for a period commencing from **23/08/2017** and ending with **31/05/2019** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasan Pramanand Prabhu
(Secretary, MahaRERA)
Date: 23-08-2017 16:32:26

Dated: **23/08/2017**
Place: **Mumbai**

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