Adv. Sandip S. Badgujar
B.S.L., LL.B.
Mobile : 9860120280

90924
2023

395/10125

Monday,August 14 ,2023

3:53 PM

पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 12804 दिनांक: 14/08/2023

गावाचे नाव: नाशिक शहर

दस्तऐवजाचा अनुक्रमांक: नसन5-10125-2023

दस्तऐवजाचा प्रकार : घोषणापत्र

सादर करणाऱ्याचे नाव: श्री बालाजी डेव्हलपर्स तर्फे भागीदार 1. इंद्रजीत नानासाहेब चव्हाण 2. पंकज कैलास परसरामपुरिया दोघांच्या तर्फे वि.मु.म्हणून शैलेश हरीषचंद गुप्ता

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 740.00
पृष्ठांची संख्या: 37	
एकूण:	रु. 840.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 4:13 PM ह्या वेळेस मिळेल.

सह. दुय्यम निबंधक वर्ग-२ Joint Sub Registrar Nashik 5

नाशिक-५.

बाजार मुल्य: रु.1 /-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 100/-

1) देयकाचा प्रकार: DHC रक्कम: रु.740/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0808202318918 दिनांक: 14/08/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH006405394202324E दिनांक: 14/08/2023

बँकेचे नाव व पत्ता:

मुळ दस्तऐवज परत केला.

14/08/2023

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. नाशिक 5
दस्त क्रमांक : 10125/2023
नोदंणी :
Regn:63m

गावाचे नाव : नाशिक शहर

(1)विलेखाचा प्रकार	घोषणापत्र
(2)मोबदला	0
(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: मौजे नाशिक ता.जी.नाशिक या शिवारातील बिनशेती प्लॉट मिळकत यासी सर्व्हे नं.733/2अ/5/10/11,पैकी प्लॉट नं.52+53 यासी एकूण क्षेत्र 947.60 चौ.मी. पैकी 438.00 चौ.मी. या मिळकतीवरील बांधलेली इमारत दि हब - बी विंग अपार्टमेंट चे घोषणापत्र.((Survey Number : 733/2अ/5/10/11 ; Plot Number : 52+53 ;))
(5) क्षेत्रफळ	1) 438 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:-रघुनाथ तात्याजी शिंदे यांचे तर्फे ज.मु.धारक म्हणून श्री बालाजी डेव्हलपर्स तर्फे भागीदार 1. इंद्रजीत नानासाहेब चव्हाण 2. पंकज कैलास परसरामपुरिया दोघांच्या तर्फे वि.मु.म्हणून शैलेश हरीषचंद गुप्ता वय:-40; पत्ता:-प्लॉट नं: शॉप नं.1 व 2, माळा नं: -, इमारतीचे नाव: नवश्या गणपती अपार्टमेंट, ब्लॉक नं: नवश्या गणपती मंदिर जवळ, आनंदवली शिवार, नाशिक., रोड नं: -, महाराष्ट्र, नाशिक. पिन कोड:-422013 पॅन नं:-ACXFS6133M 2): नाव:-श्री बालाजी डेव्हलपर्स तर्फे भागीदार 1. इंद्रजीत नानासाहेब चव्हाण 2. पंकज कैलास परसरामपुरिया दोघांच्या तर्फे वि.मु.म्हणून शैलेश हरीषचंद गुप्ता वय:-40; पत्ता:-प्लॉट नं: शॉप नं.1 व 2, माळा नं: -, इमारतीचे नाव: नवश्या गणपती अपार्टमेंट, ब्लॉक नं: नवश्या गणपती मंदिर जवळ, आनंदवली शिवार, नाशिक, रोड नं: -, महाराष्ट्र, नाशिक. पिन कोड:-422013 पॅन नं:-ACXFS6133M 3): नाव:-संमती देणार निशम डेव्हलपर्स प्रा.ली. तर्फे संचालक 1.मयूर वसंत कपाटे (देशमुख) 2. शंतनू रवींद्र देशपांडे दोघांच्या तर्फे वि.मु.म्हणून मयूर नंदकुमार आवारे वय:-35; पत्ता:-प्लॉट नं: ऑफिस- 2 , माळा नं: -, इमारतीचे नाव: गजानन हाईट्स, ब्लॉक नं: जुनी पंडित कॉलनी, नाशिक, रोड नं: -, महाराष्ट्र, नाशिक. पिन कोड:-422001 पॅन नं:-AACCN8503C
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	
(9) दस्तऐवज करुन दिल्याचा दिनांक	08/08/2023
(10)दस्त नोंदणी केल्याचा दिनांक	14/08/2023
(11)अनुक्रमांक,खंड व पृष्ठ	10125/2023
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14)शेरा	

नोंदणी नंतरची प्रथम सूची क्र.२ ची प्रत

सह. दुय्यम निबंधक वर्ग-२
नाशिक-५.

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

JOINT SUB-REGISTRAR CLASS-II

नसन-५
दस्त क्र. 90924/2023
9 — 3C

CHALLAN
MTR Form Number-6

GRN	MH006405394202324E	BARCODE		Date	08/08/2023-18:34:24	Form ID	25.3

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	NSK5_NASHIK 5 JOINT SUB REGISTRAR	Full Name	SHREE BALAJI DEVELOPERS PARTNERSHIP FIRM
Location	NASHIK		
Year	2023-2024 One Time	Flat/Block No.	THE HUB B WING DECLARATION DEED
Account Head Details	Amount In Rs.	Premises/Building	
0030046401 Stamp Duty	100.00	Road/Street	NASHIK
0030063301 Registration Fee	100.00	Area/Locality	NASHIK
		Town/City/District	
		PIN	422005
		Remarks (If Any)	SecondPartyName=SHREE BALAJI DEVELOPERS PARTNERSHIP FIRM~
Total	200.00	Amount In Words	Two Hundred Rupees Only

Payment Details	IDBI BANK	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	69103332023080819534	2822586250
Cheque/DD No.		Bank Date	RBI Date	08/08/2023-18:35:04	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :
Mobile No. : 9930022782

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागु आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागु नाही.

Print Date 08-08-2023 06:35:15



नसन-५
दस्त क्र.(90924 /2023)
2 — 3C

SEAL OF THE JOINT SUB-REGISTRAR Class-2 NASIK-V

Department of Stamp & Registration, Maharashtra			
Receipt of Document Handling Charges			
PRN	0808202318918	**Date**	08/08/2023
Received from Self, Mobile number 0000000000, an amount of Rs.740/-, 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	IBKL	**Date**	08/08/2023
Bank CIN	10004152023080817647	**REF No.**	2851202726
This is computer generated receipt, hence no signature is required.			

//Shree //

DECLARATION OF APARTMENT
(THE HUB B WING APARTMENT)

THIS DECLARATION OF APARTMENT is made and executed at Nashik on this **08th** day of **AUGUST 2023.**

नसन-५ 2
दस्त क्र.(90925 /2023)
3 — 3L
SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 NASIK-V

B Y

1. MR. RAGHUNATH TATYAJI SHINDE
R/o. Nashik-

2. M/s. SHREE BALAJI DEVELOPERS, a registered Partnership Firm having PAN:-ACXFS6133M through its Partners

MR. INDRAJEET NANASAHEB CHAVAN
Age: 34 Yrs., Occupation: Business
Aadhar No. : 817387002950

MR. PANKAJ KAILASH PARASRAMPURIA
Age: 48 Yrs., Occupation: Business
Aadhar No. : 966222840610

Office at: Shop No.1 & 2, Navashya Ganpati Apartment, Near Navashya Ganpati Temple, Anandwali Shiwar, Nashik–422013.

Sr.No.2 for himself as developer and general power of attorney holder of No.01

Hereinafter referred to as the **"GRANTOR/DEVELOPERS"** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include their it's other partner heirs, executors, administrators, assigns) of the **FIRST PART**

AND

M/S. NISHAM DEVELOPERS PVT. LTD.
PAN AACCN8503C
Through its Directors

2-A. MR. MAYUR VASANT KAPATE (DESHMUKH)
Age:-48 Years, Occupation:-Business

2-B. MR. SHANTANU RAVINDRA DESHPANDE
Age:-45 Years, Occupation:- Business

Office - 2, Gajanan Heights, Juni Pandit Colony, Nashik-422002

Hereinafter referred to as the **"CONSENTING PARTY"** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include their it's other partner heirs, executors, administrators, assigns) of the **SECOND PART**

The Grantor No.2 is the absolute and exclusive right to development of all that piece and parcel of the land situated at Nashik, Tal, Dist-Nashik more particularly described in the schedule written hereunder and hereinafter referred to as the Said Property.

FIRST: **WHEREAS** the Grantor No.2 are well and seized and possessed and otherwise well and sufficiently entitled to develop, a non-agricultural piece of land bearing plot no. 53 area admeasuring 438.00 Sq. Mtrs. from and out of

नसन-५
दस्त क्र.(9092५ /२०२३)
8 — 3C
SEAL OF THE JOINT SUB-REGISTRAR CLASS-II NASIK-V

survey no. 733/2A/5/11 having final plot no. 487 of TP II within the limits of Nashik Municipal Corporation, Nashik and which is more particularly described in SCHEDULE - I written hereunder and hereinafter referred to as "THE SAID PROPERTY".

SECOND: **AND WHEREAS** the said property was owned by the Grantor No.1 Mr.Raghunath Tatyaji Shinde who was founder member of Parijaat Co-op. Housing society. After dissolution of society the name of society was deleted and only name of the said owner Mr. Raghunath Tatyaji Shinde was remain as absolute owner for said plot. Accordingly mutation entry no.41693 is made and certified by the revenue officer. The Grantor No.1 is intended to develop the said property by constructing building thereon, the Grantor No.1 was not having the technical knowledge for developing the said property and hence granted the rights to develop the said property to the Grantor No.2 and executed a Development Agreement and a Power of Attorney in favor of the Grantor No.2. The said development agreement and power of attorney has been registered in the office of Sub-Registrar Nashik at Sr. No. 9436 and 9437 respectively. As per the terms and conditions mentioned in the development agreement, the Grantor No.1 have granted the rights to construct a building on the said property and to sell the built up premises out of the said building to the bona-fide purchase and have further given rights to enter into documents for selling the built up premises.

AND WHEREAS by virtue of the above Development Agreement and Power of Attorney, granted by the owners, the Grantor No.2 have acquired each and every right & authority to deal, develop the said property, to construct a building thereon and the Grantor No.2 herein have sole and exclusive right to sell the Shops/Office Units in the said building to be constructed by the Grantor No.2 on the said property and are fully competent to enter into Agreement for Sale/Sale Deed of the Shops/Office units, with the prospective Purchasers at the price and terms and conditions as Grantor No.2 may deem fit and appropriate the sale proceeds thereon.

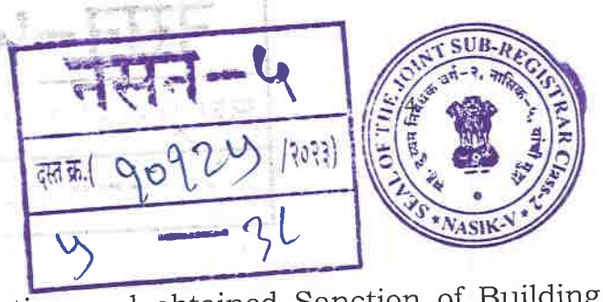
AND WHERAS the supplementary development agreement is executed in favour of said developer for clarifying the delay caused for the construction because of some technical and legal conditions imposed by the Government and extend the period for 18 months. The said Agreement is registered before the sub-registrar Nashik at sr. no. 7126 dated 14/12/2017.

AND WHERAS the supplementary development agreement is executed in favour of said developer for revise building permission and changes as per newly approved building plan. The said Agreement is registered before the sub-registrar Nashik at sr. no.1037 dated 05/02/2019.

THIRD: **AND WHEREAS** the said property is from and out of approved layout which is duly approved by Chief Officer, Nashik Municipal Council. The said property has been converted for Non-agricultural uses by the order of Collector of Nashik vide Order No. LNA/SR-21/73 dated 03/04/1973.

AND WHERAS the said Grantor No.2 and consenting party has jointly prepared the said building plan and which was approved by Nashik Municipal Corporation vide its letter no. LND/BP/NSK/A1/34/5141 dated 07/09/2018.

FOURTH: **AND WHEREAS** the Grantor No.2 and consenting party has jointly has filed a proposal for revised Building Plan to the Nasik Municipal



Corporation and obtained Sanction of Building Permit And Commencement Certificate No. LND/BP/Nashik/CD/148, dated 27/07/2021 utilizing T.D.R. 1648.34 Sq. Mtrs.

AND WHEREAS, the Consenting Party is the developer of adjoining portion of said Plot No.52/53 and has no objection to this Deed of Declaration, hence executed this deed as a Consenting Party.

AND WHERAS the said property has been converted in to commercial use by order of additional collector Nashik vide its order No.MAHA/KAKSHA/3/273/ Ru.Ka.Aa/SR/190/2017 dtd. 21/12/2017.

FIFTH: **AND WHEREAS** the Grantor No.2 and Consenting party have entered into a standard agreement with its Architect **MR. DHIRAJ WALUNJ** who is registered with the council of Architecture and such agreement is as per the agreement prepared by the Council of Architecture and the Grantor No.2 Consenting party have appointed **MR. MILIND RATHI** as a structural engineer for the preparation of structural design and drawing of the said building. The Grantor No.2 accepts the professional supervision of the Architect and the structural Engineer till the completion of the said building.

AND WHEREAS the Grantor No.2 has also purchased T.D.R. of on 15/12/2016 adm.460.00 Sq. Mts. from Thakkers Developers Ltd through its director Gaurav Jitendra Thakkar by Sale Deed which was registered at Sr. no.7322. also purchased T.D.R. adm.156.00sq.mtrs., from Thakkars Developers Ltd through its director Mr. Abhishekh Narendra Thakkar and Suptashrungi Marketing Pvt Ltd. Company Through its director Dhananjay Madan Chanwale by sale deed which is registered at sr. no. 7323 dated 15/12/2016.,

SIXTH: **AND WHERAS** the said Grantor No.2 has prepare a Commercial building plan on the above mentioned said property jointly with the adjoining plot No. 52 which is owned by Mr. Rekhiv Supekar through its developer Nisham Developers and the said building plan was sanctioned by Nashik Municipal Corporation Nashik vide their official order No. LND/BP/NSK/A1/504/C/6051 dated 27/01/2017. The Grantor No.2 has commenced the Construction of the said building in accordance with the above sanctioned building plan which is known as THE HUB B WING APARTMENT (consisting of 04 shops and 30 offices in total).

AND WHEREAS the Grantor No.2 has registered the said Project under the provisions of the Real Estate (Registration and Development) Act, 2016 with the Real Estate Regulatory Authority and obtained RERA registration no.**P51600018129** dated **10/10/2018**.

WHEREAS, work of construction of the said building is completed and Completion/Occupancy Certificate is obtained from Nashik Municipal Corporation vide its letter no. **JAVAK KRAMANK/NANIVI/A-1/31646 DATED 13/06/2023.**

SEVENTH: AND WHEREAS in pursuance to the development of the said property, it is necessary to have a perfect title and legal status to each independent constructed Shop/Office proposed to be constructed upon the said property, therefore, for that purpose, the Grantor No.2 have decided to submit the said property, building on it and the constructed Shop/Office therein under a Scheme of Apartment U/s 2 & 11 of the MAHARASHTRA

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दस्त क्र.(९०९२५ /२०२३)
E — 31
SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 NASIK-V

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". The Grantor No.2 being possessed with all rights and authorities to develop the said property and further discretionary powers to sell and transfer the various constructed premises, has acquired the status of a "Grantor". Further, the Grantor No.2 has adopted the mode of The MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970 and Rules framed there under for commencing and completing the said Project to be constructed upon the said property under his sole discretion and choice available under the concerned law. Hence, the said property along with the said building constructed thereupon is hereby submitted under the provisions of the "MAHARASHTRA APARTMENT OWNERSHIP ACT, 1970" and hereinafter shall be known as "THE HUB B WING CONDOMINIUM" and shall have the following Units, Common Areas & Facilities :

WHEREAS, said property is free from all or any encumbrances and the title of the Grantor/Developers is clear, negotiable and marketable. The said property is not subjected to any encroachments and there are no tenants in the said property. The property is not subjected to any attachment or there is no lis pendance in respect of the said property, the property is also not subjected to any road widening nor acquisition or requisition by any Govt. or local authorities.

WHEREAS, That the condominium shall be known as **"THE HUB B WING APARTMENT"** and that the unit's common areas and facilities of the building will be as follows:-

EIGHTH: **WHEREAS,** the said property along with the said building constructed thereupon is hereby submitted under the provisions of the "Maharashtra Apartment Ownership Act 1970" and hereinafter shall be known as **"THE HUB B WING APARTMENT"** and shall have the following Units, Common Area & Facilities:

[A] UNITS:-

[I] the building of **THE HUB B WING APARTMENT** which shall have **B Wing Consisting of 4 Shops and 30 Offices** in the said wing/building. The particulars of the said Units are given below:-

THE HUB B WING

Sr. No.	Floor	Owner Name	Carpet + Balcony Area in (Sq. Mts.)	Loft	Reg.No.
B-1	Stilt	Raghunath Tatyaji Shinde	43.69	17.60	
B-2	Stilt	Raghunath Tatyaji Shinde	80.50	18.01	
B-3	Stilt	Kailash Jogindraprasad Shah Yashoda Jogindraprasad Shah Himika Kailash Shah	77.12	13.03	NSN-5 4602/2019
B-4	Stilt	Mahesh Mansaram Ahire Shweta Mahesh Ahire	28.37	5.48	NSN-5 4903/2021

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दस्त क्र.(१०१२५ /२०२३)
७ — ३८

SEAL OF THE JOINT SUB-REGISTRAR Class-2 NASIK-V

B-101	Stilt First	Raghunath Tatyaji Shinde	43.69	-----	
B-102	Stilt First	Viplav Nitin Sonawane	43.89	-----	NSN-5 7544/2019
B-103	Stilt First	Sonali Rupesh Deshmukh Prachi Yogesh Deshmukh	50.36	-----	NSN-5 7641/2019
B-104	Stilt First	Jyoti Motilal Patil	26.01	-----	NSN-1 1370/2020
B-105	Stilt First	Vivek Vasudeo Pathak Sunanda Vivek Pathak	19.25	-----	NSN-5 3095/2019
B-201	Stilt Second	M/s. JPK Software Solution Pvt. Ltd.	43.69	-----	NSN-5 7543/2019
B-202	Stilt Second	M/s. JPK Software Solution Pvt. Ltd.	43.20	-----	NSN-5 7543/2019
B-203	Stilt Second	M/s. JPK Software Solution Pvt. Ltd.	50.36	-----	NSN-5 7543/2019
B-204	Stilt Second	M/s. JPK Software Solution Pvt. Ltd.	28.39	-----	NSN-5 7543/2019
B-205	Stilt Second	M/s. JPK Software Solution Pvt. Ltd.	19.25	-----	NSN-5 7543/2019
B-301	Stilt Third	Shashank Suresh Wagh	43.89	-----	NSN-5 7078/2019
B-302	Stilt Third	M/s. Tecsys Solution Pvt. Ltd.	43.20	-----	NSN-5 7077/2019
B-303	Stilt Third	M/s. Tecsys Solution Pvt. Ltd.	50.36	-----	NSN-5 7077/2019
B-304	Stilt Third	M/s. Tecsys Solution Pvt. Ltd.	28.19	-----	NSN-5 7077/2019
B-305	Stilt Third	M/s. Tecsys Solution Pvt. Ltd.	19.25	-----	NSN-5 7077/2019
B-401	Stilt Fourth	Raghunath Tatyaji Shinde	43.60	-----	
B-402	Stilt Fourth	Raghunath Tatyaji Shinde	43.20	-----	
B-403	Stilt Fourth	Tushar Madhukar Gorade	49.53	-----	NSN-5 10888/2022
B-404	Stilt Fourth	Anjali Ramesh Sonawane	26.02	-----	NSN-5 2807/2021
B-405	Stilt Fourth	Vipin Ramdas Wani Suvarna Vipin Wani	19.25	-----	NSN-5 5648/2022
B-501	Stilt Fifth	Raghunath Tatyaji Shinde	43.69	-----	
B-502	Stilt Fifth	Raghunath Tatyaji Shinde	43.20	-----	
B-503	Stilt Fifth	Shakuntala Onkarnath Mishra	50.36	-----	NSN-1 7548/2019
B-504	Stilt Fifth	Avinash Ramkishan Parekar	26.01	-----	NSN-5 10278/2020
B-505	Stilt Fifth	Jyoti Ulhas Ratnaparkhi	19.25	-----	NSN-5 8000/2021
B-601	Stilt Sixth	M/s. Shree Balaji Developers	43.69	-----	
B-602	Stilt Sixth	M/s. Shree Balaji Developers	43.20	-----	
B-603	Stilt Sixth	Raghunath Tatyaji Shinde	49.53	-----	
B-604	Stilt Sixth	Raghunath Tatyaji Shinde	28.31	-----	
B-605	Stilt Sixth	M/s. Shree Balaji Developers	19.25	-----	

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[II] Each Unit Purchaser Owner shall have proportionate share in the Common Areas and Facilities available to the said property and the building thereon. Each Unit shall be provided with Water & Electricity connection along with internal common amenities as per their respective Agreements. The measurements of the said each Apartment/Shop/Office Unit is mentioned as per the building plan by referring to the Carpet area. The said Carpet area shall be calculated by considering the total Carpet area of each Apartment/Shop/Office Unit which shall comprise of **"Carpet area" as per RERA** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Shop/Office for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment/Shop/Office for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment/Shop/Office. if any After completion of the said **THE HUB B WING APARTMENT** building, the same will be finally measured and if required, the necessary amendments in the said Declaration will be executed. Also the necessary areas, facilities like balcony, attached terrace, parking given in exclusive occupation as an additional facility to the Unit as described hereinafter as a restricted areas and facilities or area reserved for the use of a particular Apartment/Shop/Office to the exclusion of other Apartment/Shop/Office. The design, specification and boundaries of each Unit shall be as per the approved and sanctioned building plan of the said **THE HUB B WING APARTMENT** and attached hereto as **Exh. "A"** and each of the Unit shall have its own independent entrance and access as shown in the said building plan.

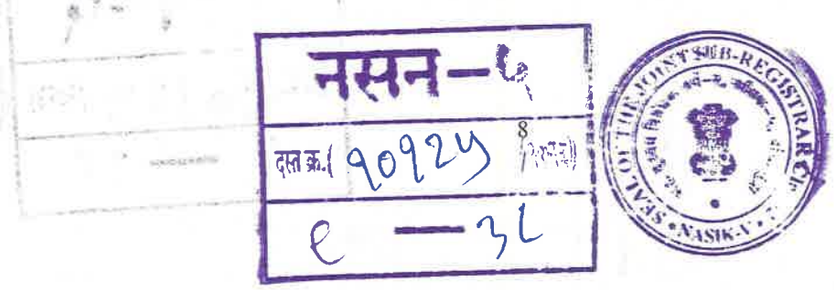
Individual Sale Agreement/Deed of unit will be executed and registered on basis of "RERA" Carpet Area only.

COMMON AREAS AND FACILITIES:-

Following facilities shall be located throughout the building:
Underground water tank located in the side margin and overhead water tank located on the roof of the building.
Plumbing network throughout the building.
Sanitary network throughout the building and septic tank located in the side margin.
Electric wiring network throughout the building.
Necessary electrical lighting network and common water connection throughout the building.
Motor with pump set and in General all apparatus and installations existing for common use.
Common meter for common electric consumption.
Lift with Generator Backup.
Staircase, column in the building and lobbies including entrance lobby. Lightings in the Lobby.
One Borewell with pump set.
That all the shop/office owners shall maintain the building and common amenities at their own costs and expenses for which they shall collect the maintenance amount from each shop/office owner.
Fire System
No shop/office purchaser shall make any changes to the elevation without prior permission.

RESTRICTED AREAS:

1. Office purchaser shall affix outdoor name board on ground slab level.
2. shop/office purchaser is not allowed for business like Garage, Butcher



shop, and Spa.
3. If any purchaser is doing hotel business they have to take separate water connection, or sub-meter for the said business.
4. All shop/office purchasers shall not make or keep any furniture in common area of the said building.
5. All shop/office purchasers shall park their own vehicle in allotted parking area only. And should not park in drive area.
6. The Open Terrace above 6th floor i.e. Office No.B-601, B-602, B-603, B-604, are exclusively allotted to the said unit holder. And remaining top terrace on above office B-605 and passage area are common use and enjoyment for all unit holders in the said building.

NINTH: That except the Apartment/Shop/Office owners whom the parking and adjoining terraces are allotted no other Apartment/Shop/Office owners shall have right, title and interest in the said allotted parking and adjoining terraces. The other Apartment/Shop/Office owners shall never claim any right in the parking allotted and adjoining terraces to particular Apartment/Shop/Office owners.

TENTH: That the purchaser hereby agreed that the amount of maintenance as per decided by the apartment association for Commercial units as Sinking Fund for maintenance of lift and building is to be deposited by all the shop/office owners, the said amount shall be deposited in the bank account of the said building and interest accrued thereon shall be used for the maintenance. If the amount of interest is insufficient then all the shop/office owners shall contribute additional amount towards the Monthly maintenance Charges.

ELEVENTH : (a) That the right, title and interest of each owner of a unit in the general/restricted common area and facilities as listed above and their proportionate share in the profits and common expenses in the general common areas and facilities as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment Owners of "THE HUB B WING APARTMENT" Condominium is based on the proportionate area of each unit to the total area of the all units as follows :-

UNIT NO.	OWNERSHIP RIGHTS
(THE HUB B WING)	
Shop No.B-01	4.43
Shop No.B-02	7.11
Shop No.B-03	6.51
Shop No.B-04	2.44
Office No.B-101	3.15
Office No.B-102	3.17
Office No.B-103	3.64
Office No.B-104	1.88
Office No.B-105	1.39
Office No.B-201	3.15
Office No.B-202	3.12
Office No.B-203	3.64
Office No.B-204	2.05

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Office No.B-205	1.39
Office No.B-301	3.17
Office No.B-302	3.12
Office No.B-303	3.64
Office No.B-304	2.04
Office No.B-305	1.39
Office No.B-401	3.15
Office No.B-402	3.12
Office No.B-403	3.58
Office No.B-404	1.88
Office No.B-405	1.39
Office No.B-501	3.15
Office No.B-502	3.12
Office No.B-503	3.64
Office No.B-504	1.88
Office No.B-505	1.39
Office No.B-601	3.15
Office No.B-602	3.12
Office No.B-603	3.58
Office No.B-604	2.04
Office No.B-605	1.39
Total Units 34	**100%**

TWELTH: Carpet area of units is described as per sanction plan. The percentage of undivided interest for voting purposes provided on the basis of higher area of unit. Accordingly for the assessment of cost of consideration and Government Value area of unit shall considered whichever is higher.

(b) The proportionate representation for voting purposes provided in (a) hereof may be limited in accordance with the provisions of the bye laws attached hereto as Exhibit B.

(c) Apartment and the percentage of undivided interest in the common areas and facilities appertaining to the apartment, each apartment are not encumbered in any manner whatsoever on the date of this Declaration.

THIRTEENTH: That the Administration of Condominium consisting as aforesaid of the building and parcel of land described in the schedule of this declaration shall be in accordance with the provisions of this declaration and with the provisions of the bye laws which are made a part of this declaration and are attached hereto as Exhibit B.

FOURTEENTH: That as appear above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Apartment Ownership Act 1970, so that all the units may be conveyed and registered as individual properties capable of independent use on account of each having its own exit to a restricted common areas and unit of the building , each Unit owner having an exclusive and particular right, title and interest over his respective unit and in addition the specified undivided interest in the restricted common areas and facilities.

FIFTEENTH: That so long as the Grantor/Developers owns one or more of the units, the Grantor/Developers shall be subject to the provisions of this Deed and of the Exhibits A and B attached hereto and the Grantor/Developers convenience to take no action which will adversely affect the rights of the

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Association of Apartment Owners with respect to assurances against latent defects in the building or other rights assigned to the Association by reason of the establishment of the "THE HUB B WING APARTMENT" Condominium.

SIXTEENTH: That the general Common areas and facilities shall remain undivided and no apartment owner shall bring any action for partition or division thereof.

SEVENTEENTH: That the percentage of the undivided interest in the restricted common areas and facilities established herein shall not be charged except with the unanimous consent of all the apartment owners expressed in amendment to this declaration duly registered.

EIGHTEENTH: That the undivided interest in the restricted common areas and facilities shall not be separated from the 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 instrument.

NINETEENTH: That each apartment owner shall comply with the provisions of this declaration, the bye-laws decision and resolutions of the Association of Apartment Owners of its representative and failure to comply with any such provisions decisions or resolutions shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

TWENTEENTH: That the dedication of the property to the plan of apartment 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 the 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 instrument.

TWENTY FIRST: That no apartment owner of a unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or common areas and facilities or by the abandonment of his unit.

TWENTY SECOND: All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any units shall constitute a charge on such unit prior to all other charges except only (1) charge, if any, on the unit for payment of Government or Municipal Taxes or both and (2) all sums unpaid on a first mortgage of the apartment.

TWENTY THIRD: as per the approved building plan commercial unit holder use said unit for any commercial purpose only.

TWENTY FOUR: That all present or future owners, tenants, future tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of this declaration and that the mere acquisition or rental of any of the unit of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this declaration are accepted and ratified. The respective unit shall not be rented or given on leave and license or care taker basis by the Apartment/Shop/Office 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 unit are provided customary hotel or boarding

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or lodging or paying guest services other than the forgoing obligations, the app. owners of the respective unit shall have the absolute right, to lease such unit or give it and leave and license or care taker basis provided that 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 B attached hereto.

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

TWENTY SIX: That where a unit is sold by a mortgagee is exercise of his powers of sale under an English Mortgage against the owner of such unit, then neither the mortgagee nor the purchaser who derives title to the unit at such sale, or his successors or assigns shall be liable, for assessments by the association 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 laws, and that such charge shall be sub-ordinate to such mortgage.

TWENTY SEVEN: That in a voluntary conveyance of a unit the grantee of the unit shall be jointly and severally liable for all unpaid assessments by the association of apartment owners against the respective share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the Grantor/Developers the amount paid by the grantee thereof. 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 account of the unpaid assessments against the Grantor/Developers due to the association and such grantee shall not be liable for, nor shall the unit conveyed be subject to a charge for, any unpaid assessment made by the association of apartment owners against the Grantor/Developers in excess of the amount therein, set forth.

TWENTY EIGHT: The service of the notice and/or summons or any type of the correspondence will be made at the address subsequently informed by the Apartment. Owners to the Board of Managers in writing.

SCHEDULE OF THE SAID PROPERTY

ALL THAT piece and parcel of non-agricultural piece of land bearing **Plot No. 52+53** total area admeasuring 947.60 Sq. Mtrs. Out of which said building constructed on **Plot No. 53 area admeasuring 438.00 Sq. Mtrs.** from and out of **survey no. 733/2A/5/10/11** having **final plot no. 487 of TP II situated at Village Nashik, Tal, Dist- Nashik** within the limits of Nashik Municipal Corporation, Nashik and within the registration district and sub district of Nashik, and which is bounded as follows-

On or towards East : Plot No. 54
On or towards South : 12 Mtr. Wide Road
On or towards West : 30 Mtr. Wide Road
On or towards North : Plot No.51

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IN WITHNESS WHEREOF THE GRANTOR/DEVELOPERS HAVE SIGNED ON THIS DAY DATE AND YEAR FIRST MENTIONED ABOVE.

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED **"GRANTOR/DEVELOPERS"**



1.MR. RAGHUNATH TATYAJI SHINDE
THROUGH ITS PARTNER
2.M/s. SHREE BALAJI DEVELOPERS
MR. INDRAJEET NANASAHEB CHAVAN]



MR. PANKAJ KAILASH PARASRAMPURIA]
][GRANTOR/DEVELOPERS]

Sr.No.2 for himself as developer and general power of attorney holder of No.01.

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED **"CONSENTING PARTY"**



M/S. NISHAM DEVELOPERS PVT. LTD.
Through its Directors

2-A. MR. MAYUR VASANT KAPATE (DESHMUKH)]



2-B. MR. SHANTANU RAVINDRA DESHPANDE]
][CONSENTING PARTY]

WITNESSES:-

1. Prajal Kathmire

2. Akash More

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EXHIBIT "B"

BYE LAWS OF THE HUB B WING APARTMENT CONDOMINIUM

CHAPTER-I

1) SHORT TITLE & APPLICATION

These bye-laws may be called "the Bye-laws of the **THE HUB B WING APARTMENT CONDOMINIUM**. The provisions of these bye laws apply to the **THE HUB B WING APARTMENT CONDOMINIUM**.

All present or future owners, tenants, future tenants or their employees or any other persons that might use the facilities of the building in any manner, are subject to the regulations set forth in these bye laws.

The mere acquisition or rental or taking on license of any of the units (Hereinafter referred to as the "Units") of the building or mere act of occupancy of any of the said units will signify that these bye laws are accepted ratified and will be complied with.

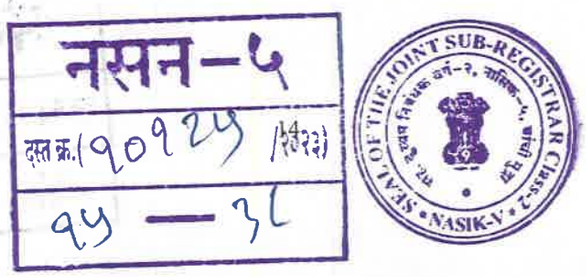
2) DEFINITIONS:

1) In these bye laws, unless the context requires otherwise.
a) "Act" means the Maharashtra Apartment Ownership Act, 1970.
"Association" means the association of all the Apartments Owners Constituted by such owners for the purpose of **THE HUB B WING APARTMENT CONDOMINIUM**.
c) "Board" means a Board of Managers consisting of 3 persons all of whom shall be owners of Apartment in the **THE HUB B WING APARTMENT CONDOMINIUM**.
d) Building means the building located on **Plot No. 52+53** total area admeasuring 947.60 Sq. Mtrs. Out of which said building constructed on **Plot No. 53 area admeasuring 438.00 Sq. Mtrs.** from and out of **survey no. 733/2A/5/10/11** having **final plot no. 487 of TP II situated at Village Nashik, Tal, Dist- Nashik** and known as the **THE HUB B WING APARTMENT CONDOMINIUM** and includes the land forming part thereof.
e) "Declaration" means the declaration which the sole owners of the building or all the owners of the building have execute registered as provided in the section 2.
g) "Owner "or "Apartment Owner" means the person owning Apartment/Shop/Office in the **THE HUB B WING APARTMENT CONDOMINIUM**.
h) "Section" means a section of the Act.
I) "unit" means a unit in the **THE HUB B WING APARTMENT CONDOMINIUM.**
j) "Registrar" means the Registrar of the co-op. Societies.

2) Words & expression used in these bye laws but not defined therein shall have the meaning respectively assigned to them in the act.

3) APARTMENT OWNERSHIP:

The Building located on the **Plot No. 52+53** total area admeasuring 947.60 Sq. Mtrs. Out of which said building constructed on **Plot No. 53 area admeasuring 438.00 Sq. Mtrs.** from and out of **survey no. 733/2A/5/10/11** having **final plot no. 487 of TP II situated at Village**



Nashik, Tal, Dist- Nashik, known as the **THE HUB B WING APARTMENT CONDOMINIUM** is submitted to the provisions of the Act.

4) OBJECT OF ASSOCIATION:

1) The objects of the association shall be:

a) To be and act as the association of the Apartment/Shop/Office Owners of the building called **Plot No. 52+53** total area admeasuring 947.60 Sq. Mtrs. Out of which said building constructed on **Plot No. 53 area admeasuring 438.00 Sq. Mtrs.** from and out of **survey no. 733/2A/5/10/11** having **final plot no. 487 of TP II situated at Village Nashik, Tal, Dist- Nashik**, (Hereinafter called the "Said Building") who have filed their respective Declarations submitting their apartments to the provisions of the Act.

b) To invest or deposit moneys:

c) To provide for the maintenance, repair & replacement of the common areas & facilities by contributions from the apartment owners, and if necessary, by raising loans for that purpose:

d) To provide for all & do all & any of the matters provided in the Sub Section (2) of Section 16:

e) To advance, with the consent of the Apartment owners, any short term loans to any apartment owners in case of emergent necessity & to provide for the repayment thereof in lump-sum or in installments:

f) To establish & carry on, its own accounts or jointly within individuals or institutions, educational, physical, social & recuperative activities for the benefits of the Apartment Owners:

g) To frame rules, within the approval of the general meeting of the association & after consulting the Competent Authority & may establish a provident fund and gratuity fund, if necessary, for the benefit of the employees of the Association:

h) To do all the things necessary or & otherwise provide for their welfare expedient for the attainment of the objects specified by the bye-laws.

2) The association shall not act beyond the scope of its objects without duly amending the provisions of these bye laws for the purpose.

5) MEMBERS OF THE ASSOCIATION:

All persons who have purchased Apartment/Shop/Office in the **THE HUB B WING APARTMENT CONDOMINIUM** & executed respective Declarations u/s. 5 submitting their apartments to provisions of the act shall automatically be the members of the association, and shall pay the sum of One Rupee as entrance fee & may purchase at least one share of the face value of RS. 100/- each. Each apartment owner shall receive a copy of the bye-laws on payment of One Hundred Rupees.

2) Upon any Apartment owner selling his Apartment or absolutely conveying the same by way of gift under his will or otherwise, the Purchaser or done shall automatically become a member of the Association, & shall be admitted as member on payment of the entrance of One Rupee. The shares held by the Apartment owner shall be transferred to the name of such purchaser or done on payment of one rupee to the association.

3) On the death of an apartment owner, his apartment shall be transferred to the person or persons to whom he bequeaths the same by his will, or to the

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legal representatives of his estate, in case he has not made any specific bequest {of the apartment,} The name of the legatee or the names of the legal representatives jointly shall be entered same, in the register of apartment owners maintained by the Secretary for the purpose of Administration of the **THE HUB B WING APARTMENT CONDOMINIUM** as apartment owner or joint apartment owners. Where any legate is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.

6) JOINT APARTMENT OWNERS:

Where an Apartment/Shop/Office has been purchased by two or more persons jointly, they shall be jointly entitled to the apartment and the shares of the Association shall be issued in their joint names, but the person whose name stands first in the share certificate shall alone have the right to vote.

7) HOLDING OF ONE SHARE COMPULSORY:

Every Apartment/Shop/Office owner must hold at least one share of the Association (Joint apartment owners holding the shares jointly).

8) DISQUALIFICATIONS:

No Apartment/Shop/Office owner shall be entitled to vote on the questions of the election of the members of the Board or the President, Secretary, Treasurer or any other office bearer or to be entitled to stand for election to such office if he is in arrears if any sum due from him in respect of his Contributions for common expenses, for more than Sixty days on the last day of the Board would take place.

CHAPTER - II
VOTING QUORUM AND PROXIES

9) VOTING:

Voting shall be on a percentage basis and the percentage of vote to which the owner is entitled is the percentage assigned to the unit or units in the Declaration.

10) QUORUM:

Except as otherwise provided in these bye-laws the presence in person of a majority of owners shall constitute a quorum.

11) VOTES TO BE IN PERSON:

Votes shall be cast in person.

CHAPTER - III
ADMINISTRATION

12) POWERS & DUTIES OF THE ASSOCIATION:

The association shall have the responsibility of administrating the **THE HUB B WING APARTMENT CONDOMINIUM**, approving the annual budget establishing and collecting monthly assessments and arranging for the management of the Condominium in an efficient manner. Except as otherwise provided, resolutions of the association shall require approval by a majority of

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the owners, casting votes in person.

13) PLACE OF MEETINGS:

Meeting of the association shall be held at suitable place convenient to owners as may from time to time be designated by the Association/Hall

14) ANNUAL MEETINGS:

The first annual meeting of the association shall be held within a period of two months from the date of registration of the declaration. Thereafter the annual meeting of the association shall be held on the 1st day of May of each succeeding year. At such meetings there shall be elected by ballot of the apartment owners a Board of Managers in accordance with the requirements of bye-laws 23. The owners may also transact such other business of the Association as may properly cone before them.

15) SPECIAL MEETINGS:

It shall be the duty of the President to call a special meeting of the Apartment Owners as directed by the resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the Secretary, or at the request of the Housing Commissioner, or as the case may be, the Registrar or any Officer duly authorized by him in his behalf. The notice of any special meeting shall state the time and place of such meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of four-fifths of the owners present in person.

16) NOTICE OF MEETING:

It shall be the duty of the secretary to mail or send a notice of each annual or special meeting. Stating the purpose thereof as well as the time and place where it is so held, to each apartment owner, at least 2 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in this bye law shall be considered notice served. Notices of all the meeting shall be mailed or sent to the Housing Commissioner, or as the case may be, the Registrar.

17) ADJOURNED MEETINGS:

If any meetings of any owners cannot be organized because a quorum has not attended the owner who are present, may adjourn the meeting to a time not less than 48 hours from the time the original the meeting was called. If at such adjourned meetings also, no quorum is present the owners present in person been not less than two shall form a quorum.

ORDER OF BUSINESS:

The order of business at all meetings of the owners of units shall be as follows:

a) Roll call
b) Proof of notice of meeting or waiver of notice
c) Reading of minutes of preceding meeting.
d) Report of Committees.

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e) Report of the Commissioner or the Registrar or of the Officer duly authorized by them if present.
f) Report of Committees .
g) Election of Board of Managers.
h) Unfinished Business, if any.
I) New Business.

CHAPTER IV
BOARD OF MANAGERS

19) MANAGEMENT OF ASSOCIATION:

The affairs of the association shall be governed by a Board of Managers.

POWERS AND DUTIES OF BOARD:

The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the association and may do all such acts and things as are not bye law or these bye laws directed to be exercised & done by the owners.

21) OTHER DUTIES:

In addition to duties imposed by these bye-laws or by the solution of the association the Board shall be responsible for the following that is to say:

a) Care, upkeep & surveillance of the **THE HUB B WING APARTMENT CONDOMINIUM** and the common areas and facilities and the restricted common areas and facilities.
b) Collection of monthly assessment from the owners.
c) Designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the **THE HUB B WING APARTMENT CONDOMINIUM** and the common areas and facilities and the restricted common areas and the facilities.
d) To provide for the manner in which the audit and the account of the association shall be carried out.
e) To inspect the accounts kept by the secretary and /or the treasurer and examine the registers and account books and to take steps for the recovery of all sums due to the association.
f) To sanction working expenses, count cash balance and deal with other miscellaneous business.
g) To see that cash written up promptly and is signed duly by one of the members of the Board authorized in this behalf.
h) To hear and deal with complaints.

22) MANAGER:

The Board may employ for the association a Manager at a compensation determined by the Board to perform such duties and services as the board shall authorize including but not limited to the duties listed in the bye-law 21.

23) ELECTION & TERM OF OFFICE :

नमुना-५
दस्त क्र. ९०९२५ /२०२३
९८ — ३८
SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 • NASIK-V •

At the first annual meeting of the association the term of the office of two Mangers shall be fixed for three years. The term of office of two Mangers shall be fixed at one year. At the expiration of the initial term of office of each respective Manager. A Successor shall be elected to serve a term of three years. The Manager shall hold office until their first meeting. (If a larger Board is contemplated, the terms of Office shall or should be established in a similar manner so that they will expire in different years)

24) VACANCIES:

Vacancies in the Board caused by any reason other than the removal of a manager by a vote of the association shall be filled by vote of the majority of the remaining managers, even though they may constitutes than quorum and each person so elected shall be a manager until a successors is elected at the next annual meeting of the association.

25) REMOVAL OF MANAGERS:

At any regular or special meeting duly called any one or more of the managers may be removed with or without caused by a majority of the apartment owners and a successor may then and there to fill the vacancy thus created. Any manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

26) REGULAR MEETINGS:

Regular meetings of the Board may be held at such time and place shall be determined, from time to time by a majority of managers, but at least two such meetings shall be held during each year. Notice of regular meetings of the board shall be given to each manager, personally or by mail, or by telegraph, at least three days prior to the day named for such meeting.

27) SPECIAL MEETINGS:

Special Meetings of the Board may be called by the President on three days notice to each Manager, give personally or by mail or telegraph, which notice shall state the time, place (as herein above provided) and purpose of the meeting. Special meetings of the Board shall be called by the president of Secretary in like manner and on like notice on the written request of at least three Managers.

28) WAIVER OF NOTICE:

Before or at any meeting of the Board, any, manager, may in writing, waiver notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at meeting of the Board shall be a waiver of notice by him of the time and the place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

29) QUORUM:

At all meetings of the Board 1/3 of the total strength of the Managers shall constitute a quorum for Mangers present at the meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the