

341/11612

पावती

Original/Duplicate

Tuesday, December 07, 2021

नोदमी इ. :39म

10:55 AM

Regn.:39M

पावती क्र.: 15612 दिनांक: 07/12/2021

मावाचे नाव: पावती - 2

वस्तुऐवजाचा अनुक्रमांक: नमून4-11612-2021

वस्तुऐवजाचा प्रकार: डिक्लरेशन

मादर करणाऱ्याचे नाव: मेलनीया डेव्हलपर्स, भागीदारी फर्म तर्फे भागीदार श्री.सुपेन्द्र भिकाभाई मेलनीया, गॅटर ओवर म्हणून - -

नोदणी फी

रु. 100.00

वस्तु हाताळणी फी

रु. 560.00

पृष्ठांची संख्या: 28

एकूण:

रु. 660.00

आपणाम मूळ वस्तु, धवनेल प्रिंट, मुची-२ अंदाजे
11:15 AM ला वेळेस मिळेल.सह. दुर्गाबाई निरंजनराव भोसले
नाशिक-४.

वाजार मूल्य: रु.0/-

मोवदना रु.1/-

भरलेले मुद्रांक शुल्क: रु. 100/-

1) वेयकाचा प्रकार: DHC रकम: रु.560/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0412202100089 दिनांक: 07/12/2021

बँकेचे नाव व पत्ता:

2) वेयकाचा प्रकार: eChallan रकम: रु.100/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH009600662202122E दिनांक: 07/12/2021

बँकेचे नाव व पत्ता:

मेलनीया B.3

मूळ दस्त परत

CHALLAN
MTR Form Number-5



GRN	MP0098006622021228	BARCODE	Date		02/12/2021-20:13:18	Form ID	25.3
Department		Inspector General Of Registration					
Type of Payment		Stamp Duty Registration Fee					
Office Name		NSKA_NASHIK 4 JOINT SUB REGISTRAR		Full Name		Metsiya Developers Thru Bhupendra Bhikabhai	
Location		NASHIK		Metsiya			
Year		2021-2022 One Time		Flat/Block No.		P/R No. 13/14/15 alongwith Nilkanth Heights	
				Premises/Building		Apartment	
Account Head Details		Amount in Rs.					
70101040401 Stamp Duty		100.00		Road/Street		S.No. 21513, Pathard	
0030063301 Registration Fee		100.00		Area/Locality		Nashik	
				Town/City/District			
				PIN		4 2 2 0 1 0	
				Remarks (If Any)			
				SecondPartyName=Metsiya Developers Thru Bhupendra Bhikabhai			
				Metsiya-GA-1-Marketval=0			
				Amount in Words			
				Two Hundred Rupees Only			
Total		200.00					
Payment Details		IDBI BANK		FOR USE IN RECEIVING BANK			
Cheque/DD Details		Bank CIN		Ref. No.		68103332021120310090 2716292236	
Cheque/DD No.		Bank Date		RBI Date		02/12/2021-20:14:06 Not Verified with RBI	
Name of Bank		Bank-Branch		IDBI BANK			
Name of Branch		Scroll No. , Date		Not Verified with Scroll			

Department ID: 9890632788
NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
नोट: यह चालन केवल दस्तावेज को दर्ज करने के लिए उपयुक्त है। अनियमित दस्तावेज के लिए यह चालन वैध नहीं है।

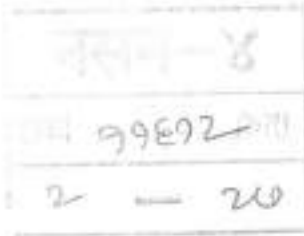
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रकम 99692 रु।
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Deed of Declaration

This Deed of Declaration is made & executed at Nashik on this 02nd day of the month of December in the year 2021....

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-2-
BY

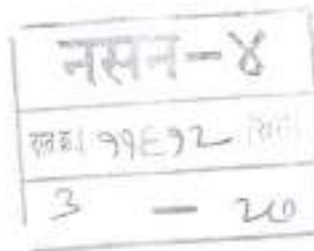
Metaliya Developers, a partnership firm through It's Partner Mr. Bhupendra Bhikabhai Metaliya, Age-45 Occup- Business, R/O Omkar Height, Wasan Nagar, Pathardi Phata, Nashik (Pan No.AAXFM8700C) Hereinafter referred to as the "Grantor Owner" (Which term unless, it be repugnant to the meaning thereof, shall include it's legal heirs, assignees, administrators, representatives, executors, representatives etc.) OF THE FIRST PART

AND

Metaliya Developers, a partnership firm through It's Partner Mr. Bhupendra Bhikabhai Metaliya, Age-45 Occup- Business, R/O Omkar Height, Wasan Nagar, Pathardi Phata, Nashik (Pan No.AAXFM8700C) Hereinafter referred to as the "Grantor Developer" (Which term, unless it be repugnant to the meaning thereof, shall include it's legal heirs, administrator, assignees, executors, representatives etc.) OF THE OTHER PART

FIRST :- Whereas the Grantor Owner is well possessed and seized of the plots properties more particularly described in the Schedule-I of this deed written hereunder, admeasuring 698.67 Sq. Mts. Out of the total area of 721.10 Sq/Mts. (as per the 7/12 extract), situated at Pathardi-2, Tal. & Dist. Nashik & hereinafter referred to as the 'said plot' & whereas the said plots are acquired by grantor owner by way of Sale Deed registered with Joint Sub-Registrar-II, Nashik-1 at Sr.No.9125 Dt.22/12/2017 & whereas the title of the "Grantor Owner" to the said plots is clear, good & marketable & certificate to that effect has also been obtained from Advocate & by virtue the rights acquired by the said document the grantor owner, being builders & developers by profession have got all the rights to develop the said plot thereby constructing a building on the said plot & accordingly decided to develop the said plot by way of constructing a building thereon;

SECOND :- AND WHEREAS, the grantor owner being a developer by profession & decided to develop he said plots, more particularly described in the Schedule-I of this deed written hereunder, thereby constructing a building of flats on it & have got the rights to do so & had prepared & got sanctioned a building plan from the Nashik Municipal Corporation vide letter No. LND/BP/Pathardi/DCR/0764/2019 Dt.15/5/2019 & and whereas all the said plots are amalgamated into one plot as per the order of Nashik Municipal Corporation bearing No. B-5/AML/74 Dt.31/3/2018 & an area of 22.43 Sq.Mts. out of the total area of the said plot is transferred in the name of Nashik Municipal Corporation vide letter No. Nanivi/Vashi/925 Dt.17/10/2018 & it was effected on 7/12 extract of the said plot vide M.E.No.26223. AND WHEREAS the grantor developer had actually started & completed the construction of the building on the said plot and accordingly Nashik Municipal Corporation has given completion certificate to the said building vide letter no.Nanivi/ 28621/2021 Dt.14/10/2021 (hereinafter referred to as the 'said building') which building consists of residential units as -



-3-

Floor	No. of Units
First to Fourth Floor	28 Apartments

The grantor developer hereby declare the said building as association of apartments so that the purchasers of said apartments shall acquire exclusive property rights, which are heritable & transferable & each apartment shall be treated as an independent unit owned and possessed by an individual purchaser.

FOURTH:- And whereas apart from the construction of family units there are areas of the said land & construction thereon, over which, the Grantor Owner & Developer & various purchasers shall have restricted, as well as, general & common rights, as appearing hereinafter in this deed.

FIFTH - AND WHEREAS the said building being constructed on the said plot is constructed as per the prevalent rules of Floor Space Index (F.S.I.), therefore considering the land area of 698.67 Sq.Mts., a building of an area of 1238.04Sq. Mts.(Carpet) is constructed on the said plot.

SIXTH:-AND WHEREAS in pursuance to the development of the said land & to have perfect title to each independent constructed family unit, constructed upon the said land & 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, grantor owner and grantor developer have decided to submit the said property & constructed 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, grantor developer for itself & as grantor developer is competent to sign and execute this deed of declaration.

SEVENTH:- AND WHEREAS the said property along with the building being constructed thereon is hereby submitted under the provisions of the "Maharashtra Ownership of Apartments Act-1970 & the rules there under and hereinafter shall be known as the 'Nilkanth Heights Apartment' & shall have the following family units, common areas & facilities :-

(A) FAMILY UNITS :-

1) Out of the total available F.S.I. to the said land, as on today, F.S.I. to the extent of 1238.04 Sq.Mts (Carpet) has been consumed by the grantor developer for construction. The building of 'Nilkanth Heights Apartment' shall have 28 residential units as already mentioned in para. no. 2 above. The particulars of said units are as given below:-

Family Unit No. Area in Sq. Mts.+Bal. Names of the Owners

First, Second, Third & Fourth Floor:-

Apartment No. 101	39.30+5.95(Carpet)	Ramesh R. Gawali & others
Apartment No. 102	39.66+6.54(Carpet)	Yogesh V. Shinde & others
Apartment No. 103	36.62+2.95(Carpet)	Kumar H Jawale
Apartment No. 104	39.89+6.89(Carpet)	Mohanlal B. Chaudhari & others
Apartment No. 105	38.49+5.67(Carpet)	Jagdish U. Wandre & others

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-4-

Apartment No. 106	39.96+4.42(Carpet)	Prasad R. Randive & others
Apartment No. 107	38.79+4.42(Carpet)	Sachin V. Mane & others
Apartment No. 201	39.30+5.91(Carpet)	Nitin P. Bhalerao & others
Apartment No. 202	39.66+6.54(Carpet)	Sonali A. Kandekar & others
Apartment No. 203	36.62+2.95(Carpet)	Bhimrao S. Dombale & others
Apartment No. 204	39.89+6.89(Carpet)	Kamlesh R. Potdar & others
Apartment No. 205	38.49+5.67(Carpet)	Dattatray G. Patil & others
Apartment No. 206	39.96+4.42(Carpet)	Suresh A. Bhadane & others
Apartment No. 207	38.79+4.42(Carpet)	Anil S. Chaudhari & others
Apartment No. 301	39.30+5.91(Carpet)	Dilip A. Bhalerao & others
Apartment No. 302	39.66+6.54(Carpet)	Maya S. Kolse & others
Apartment No. 303	36.62+2.95(Carpet)	Swati D. Kadam & others
Apartment No. 304	39.89+6.89(Carpet)	Yatin K. Kurkure
Apartment No. 305	38.49+5.67(Carpet)	Dnyaneshwar S. Deore & others
Apartment No. 306	39.96+4.42(Carpet)	Manoj R. Chavan & others
Apartment No. 307	38.79+4.42(Carpet)	Avinash S. Shinde & others
Apartment No. 401	39.30+5.91(Carpet)	Pravin G. More & others
Apartment No. 402	39.66+6.54(Carpet)	Kasturi S. Kadam & others
Apartment No. 403	36.62+2.95(Carpet)	Hemlata S. Pande & others
Apartment No. 404	39.89+6.89(Carpet)	Sanchit S. Bhojane & others
Apartment No. 405	38.49+5.67(Carpet)	Nilesh A. Deore & others
Apartment No. 406	39.96+4.42(Carpet)	Rohit S. Patil & others
Apartment No. 407	38.79+4.42(Carpet)	Sanjay R. Shinde & others

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 common water connection & separate electricity connection along with internal common amenities, as per their respective agreements. The measurements of said family units shall be on the basis of built-up area, which shall be calculated as Carpet area + 10% Built-up factor + 40% of the attached terrace (if any) + 50% of attached open space/ allotted parking (if any). Designs, specifications, boundaries of each family unit & its independent access/entrance shall be as per approved building plan attached hereto as Exh-A.

(B) COMMON AREAS & FACILITIES :-

Following described areas & facilities shall be treated as the properties of all the unit owners & each unit owner shall have his interest & right in the said common areas and 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 overhead water tank constructed on the top of the building & underground water tank 3)Plumbing network throughout the said building 4)Electric wiring at all common spaces & up to the entrance of each family unit, along with main electric supply up to meter 5)Foundation column & roofs along with all common walls common ground space is available to said Apartment & same shall be used as an access for the entrance of said Apartment & ground space available to common use & occupation. However, the said open space shall be available with the right to enjoy it as an open only without causing any obstruction thereon so as to cause any hurdle for moving



-5-

around other vacant parts of said property. Therefore right for enjoyment of said common space is granted under this deed of declaration as said common facilities as shown on the plan attached herewith. 6) The septic tank & Common water tank provided. Common ground space is available to the said Apartment and same shall be used as an access for entrance of the said Apartment & ground space available to 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 facilities.

(C) RESTRICTED AREAS & FACILITIES - 1) The Plot area assigned (if any) to each Apartment (if mentioned in the agreements of each Apartment) shall be reserved for the exclusive use & enjoyment of the owners of the respective flats, in the said building of the said Apartment. The grantor developer shall provide the said plot area for the use and for the enjoyment of the owners of all said Apartment in the said Apartment building. The said owners of the said apartment shall use it for the purpose only for which it is provided & he/she shall not make any construction on the said spaces & shall not violate the rules & regulations & the bye-laws of the said Apartment Condominium. And all of owners of apartments in the said building of the said Apartment Condominium shall not have any right or the authority to object or create any hurdle for such use & enjoyment of the said marginal/ garden space. 2) The varandas, terraces, Porches, toilets, balconies, terraces, bathrooms attached to respective apartments shall be used, occupied & enjoyed by the owners of respective apartments only. 3) All the apartment owners in the said building shall have exclusive rights to use the open space available in front of the said building & no occupant/owner of apartments in the said building shall raise any objection to it. 4) 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 relevant act or bye-laws or due to relaxation in the bye-laws by the Government or by local self govt. or by any competent right developer shall alone have the right to use additional F.S.I. & derive maximum benefits there from, by causing the construction upon the terraces, of the building of the said Apartment Condominium which is exclusively reserved for grantor developer. 5) The top terrace of the said building shall always belong to the Grantor Developer and it shall have all the ownership rights of the said top terrace. The Grantor 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 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 and to sell, over the top terrace of the said building, all the F.S.I. available to the grantor developers on any other landed property. The grantor developer shall have all the rights to construct one or more building/s on the remaining area of said landed property, as & when required by the grantor developers.

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-6-

EIGHTH: That the right, title & interest of each owner of a family unit located on each floor of the said Apartment building will be decided and 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 Apartment each family unit owner will have the voting right, as per the percentage of voting, as mentioned below.

NINETH -[A] Proportionate representation for voting purpose as provided hereinabove in para no. EIGHTH, may be limited in accordance with the provisions of the bye-laws of attached hereto as Exh-B. [B] Areas and facilities, appertaining to the apartments are not encumbered, in any manner whatsoever, on the date of deed

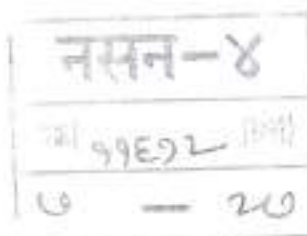
TENTH: The said scheme of Nilkanth Heights Apartment is hereby declared as per the provisions of The Maharashtra Apartment Ownership Act-1970 & that the interest & title of each family unit owner is described, in detail, & the said common areas & facilities are described, in detail. In the said scheme, for the purpose of administration of the said Vrindavan Arcade Apartment bye-laws are provided at Exh-B, written hereunder.

ELEVENTH:- For the purpose of stamp-duty & registration fee & of the deeds of apartments U/S.13(5) of the said act, value of the Nilkanth Heights Apartment shall be calculated as per the rates given in the Ready Reckoner.

TWELVETH:- That the said common areas and facilities and /or restricted areas and facilities shall remain undivided.

THIRTEENTH:- That the percentage of undivided interest in the said common areas & facilities & restricted areas & facilities established herein shall not be changed, except with unanimous consent off all the apartment owners expressed in an amendment to this deed, duly registered. The percentage of ownership & percentage of voting rights of all the owners of the residential units in the said building shall be as follows:-

Family Unit Number	Percentage of Ownership Rights	Percentage of Voting Rights
<u>First, Second, Third & Fourth Floor:-</u>		
Apartment No.101	3.65373%	3.6537%
Apartment No.102	3.7304%	3.7304%
Apartment No.103	3.1951%	3.1951%
Apartment No.104	3.7773%	3.7773%
Apartment No.105	3.5657%	3.5657%
Apartment No.106	3.5835%	3.5835%
Apartment No.107	3.4890%	3.4890%
Apartment No.201	3.6505%	3.6505%
Apartment No.202	3.7304%	3.7304%
Apartment No.203	3.1951%	3.1951%
Apartment No.204	3.7773%	3.7773%
Apartment No.205	3.5657%	3.5657%



-7-

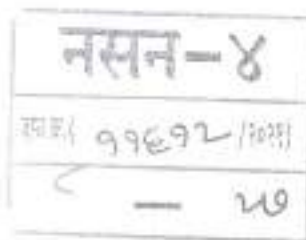
Apartment No.206	3.5835%	3.5835%
Apartment No.207	3.4890%	3.4890%
Apartment No.301	3.6506%	3.6506%
Apartment No.302	3.7304%	3.7304%
Apartment No.303	3.1951%	3.1951%
Apartment No.304	3.7773%	3.7773%
Apartment No.305	3.5657%	7.5657%
Apartment No.306	3.5835%	3.5835%
Apartment No.307	3.4890%	3.4890%
Apartment No.401	3.6505%	3.6505%
Apartment No.402	3.7304%	3.7304%
Apartment No.403	3.1951%	3.1951%
Apartment No.404	3.7773%	3.7773%
Apartment No.405	3.5657%	3.5657%
Apartment No.406	3.5835%	3.5835%
Apartment No.407	3.4890%	3.4890%

In any case, the voting rights of any of the members of the said Apartment Condominium shall not exceed the said percentage as mentioned hereinabove. The daily business of the said 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 the said 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 or offend such implementation of the said resolution.

FOURTEENTH:- That the undivided interest in the common areas & facilities and restricted areas & facilities shall not be separated from the family unit to which it appertains & 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 other instrument.

FIFTEENTH:- That such apartment owners shall follow with the provisions of this deed, bye-laws the decisions & resolutions of the association of the apartments owners or its representatives and failure to comply with any such provisions, decisions and resolutions shall be the grounds of an action to recover sums, dues for damage or for injunctive relief.

SIXTEENTH:- That the description of the property to the plan of apartment ownership herein shall not be revoked or property removed from the plan of apartment or any of the provisions herein amended, unless all the apartment owners & the mortgages of any of the units unanimously agree to such revocation or amendment or removal of the property from the plan by a duly registered instrument.



-8-

SEVENTEENTH. That no apartment owner of a family unit may exempt himself or herself from the liability of his / her contribution towards the common expenses by waiver of the use or enjoyment of any of the said common areas and facilities and or restricted areas & facilities or by abandonment of his / her family unit.

EIGHTEENTH - All the sums assessed by the association, but unpaid, for the share of the common expenses chargeable to any family unit shall constitute a charge on such family unit prior to all other charges except only :-

a) charge, if any, on the family unit for the payment of Government or Municipal taxes or both &

b) all sums unpaid on a first mortgage of the apartment.

NINETEENTH - That, if the property subjected to plan of apartment ownership, is totally or substantially damaged or destroyed, repair, reconstruction or disposition of the property shall be as provided by the said Maharashtra Apartment Ownership Act-1970 and the apartment owners in said building shall also be liable to pay all their proportionate contribution towards common maintenance, taxes, water & the electric bills of said association.

TWENTIETH - That in a voluntary conveyance of a family unit the grantee of the unit shall be jointly & severally liable with the grantor for all unpaid assessment by association of apartment owners against the latter for his/her share of the common expenses up to the time of the grant of unpaid assessment by association of apartment owners against the latter conveyance without any prejudice to the grantee's right to recover from the grantor, the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the manager or board of the said association, as the case may be, stating forth the amount of the unpaid assessment against the grantor due to the association & such grantee shall not be liable, nor shall the family unit conveyed be subject to a charge for any unpaid assessment made by the association of apartment owners against the Grantor Developer or the Grantor Owner in excess of the amount therein set-forth.

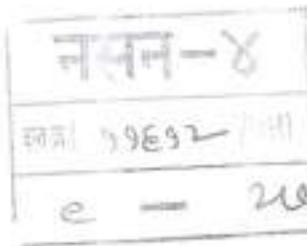
SCHEDULE - I

(Description of the Landed Property)

All the piece & parcel of the landed property bearing bearing Plot No. 13/14/15 out of S.No.316/3, admeasuring 698.67 Sq.Mts., out of the total area of 721.10 Sq.Mts. (bearing CTS No. 6890 to 6893) situated at Pathardi-2, Tal. & Dist. Nashik & within the limits of Nashik Municipal Corporation & bounded as follows:-

On or Towards East :-	Plot No. 1 & 2
On or Towards West :-	9 Mts. Wide Colony Road
On or Towards South:-	Lay-out of S.No. 315
On or Towards North:-	Plot No. 12

All the said landed properties together with all the things appurtenant thereto & all rights of access.



-9-

SCHEDULE - II

(Description of Family Units)

The description of all the Family units situated in the "Nilkanth Heights Apartment" is as follows:-

Family unit no.	Description of the family unit	Access to the unit from staircase/site
First, Second, Third & Fourth Floor:-		
Apartment No.101	as per building plan	as per building plan
Apartment No.102	as per building plan	as per building plan
Apartment No.103	as per building plan	as per building plan
Apartment No.104	as per building plan	as per building plan
Apartment No.105	as per building plan	as per building plan
Apartment No.106	as per building plan	as per building plan
Apartment No.107	as per building plan	as per building plan
Apartment No.201	as per building plan	as per building plan
Apartment No.202	as per building plan	as per building plan
Apartment No.203	as per building plan	as per building plan
Apartment No.204	as per building plan	as per building plan
Apartment No.205	as per building plan	as per building plan
Apartment No.207	as per building plan	as per building plan
Apartment No.207	as per building plan	as per building plan
Apartment No.301	as per building plan	as per building plan
Apartment No.302	as per building plan	as per building plan
Apartment No.303	as per building plan	as per building plan
Apartment No.304	as per building plan	as per building plan
Apartment No.305	as per building plan	as per building plan
Apartment No.306	as per building plan	as per building plan
Apartment No.307	as per building plan	as per building plan
Apartment No.401	as per building plan	as per building plan
Apartment No.402	as per building plan	as per building plan
Apartment No.403	as per building plan	as per building plan
Apartment No.404	as per building plan	as per building plan
Apartment No.405	as per building plan	as per building plan
Apartment No.407	as per building plan	as per building plan
Apartment No.407	as per building plan	as per building plan

The address of the building is as Under:-

Nilkanth Heights Apartment,
Opp. Hotel Changala Chungala,
Pathardi, Nashik-422010



Signed Sealed & Delivered by the
within named Grantor Owner
Metaliya Developers through Partner
Mr.Bhupendra Bhikabhai Metaliya



Metaliya B B

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-10-

Signed Sealed & Delivered by the
within named Grantor Developer
Metaliya Developers through Partner
Mr. Bhupendra Bhikabhai Metaliya



Metaliya B.B.



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-11-

EXHIBIT-B

BYE-LAWS OF THE

Nilkanth Heights Apartment Condominium

CHAPTER-I

1) Short Title and Application :-

These Bye -Laws shall be called as the Bye- Laws of the "Nilkanth Heights Apartment Condominium". And all the provisions of these bye-laws apply to the said Apartment Condominium. All the present or future owner/owners / tenants or their employees or any other persons who might use the facility if the building in any manner, are subject to the regulations set-forth in these bye-laws. Mere acquisition or rental or taking of license of any of the units (herein after 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 shall be complied with.

2) Definition :-

A) In these bye-laws unless the context requires otherwise :-

- a) Act means the Maharashtra Apartment Ownership Act-1970
 - b) "Association" means association of all the apartments owners constitute by such owners for the purpose of administration of the said Apartment Condominium.
 - c) "Board" means a board of managers consisting of 3 persons, all of whom shall be owners of apartment in the said Apartment.
 - d) " Building" means the building located on the plot property described in Schedule-I written hereinabove & known as Nilkanth Heights Apartment Condominium or any part of it.
 - e) " Declaration" means a declaration which the sole owner of the building or all the owners of the building have executed and registered , as provided in the section 2;
 - f) " Majority of owners" means those owners holding 51% of the votes in accordance with the percentage assigned in declaration;
 - g) "Owner" OR " Apartment Owner" means a person owning an apartment in said Apartment Condominium;
 - h) "Section" means a section of the act;
 - i) "Unit" means a unit in said Apartment Condominium
 - j) "Registrar" means the registrar of co-operative societies;
- B) Words & expressions used in these bye-laws, but, not defined herein, shall have the meaning respectively assigned to them in Ac

3) Apartment Ownership :-

The building located on plot property described in detail in Schedule-I hereinabove & known as "Nilkanth Heights Apartment" Condominium is submitted to the provisions of the act.

4) Objects of the Association :-

1. a) To be & to act as the association of apartment owners of building known as Nilkanth Heights Apartment Condominium being constructed on plot property described in Schedule-I herein above (hereinafter called as said building) who have filed their respective declarations submitting their



-12-

apartment to the said provisions of the act.

b) To invest or deposit moneys.

c) To provide maintenance, repair and replacement of the said common Areas and facilities by contribution from the apartment owners and if necessary, by raising loans for that purpose.

d) To retain & rent or license, if possible, suitable portions of the common areas to outsiders for commercial purposes and to distribute the common profits left after deducting the common expenses amongst the apartment owners as common profits or accumulate the same for building-up a reserve fund.

e) To provide for & do all or any of the matters provided in subsection (2) of section 16.

f) To advance with the consent of the apartment owners, any short term loan to any emergent necessity & to provide for repayment thereof in lump-sum or in instalments.

g) To establish & carry on its own account or jointly with undividable or institutions, educational, physical, social and procreative activities for the benefit of the apartment owners.

h) To frame with the approval of the general meeting of the association & after consulting the competent authority and may establish a provident fund & gratuity fund, if necessary, for the benefit of the association.

i) To do all things necessary or any otherwise provided for their welfare, expedient for the attainment of the objects, specified in these bye-laws.

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

5) Membership of association -

i) All persons who have purchased apartment in the said Apartment & executed their respective declaration u/s 5 submitting their apartments to the provisions of the act, shall automatically be the members of the association and shall pay the sum of Re. 1/- as entrance fee & may purchase at least 1 share of the face value of Rs. 100/- each. Each apartment owner shall receive a copy of the bye-laws on payment of Rs. 1/-.

ii) Upon any apartment owner selling his apartment or absolutely conveying the same by way of gift under his will or other, the purchaser or donee shall automatically become a member of the association & shall be admitted as a member on payment of the entrance fee of one rupee. The shares held by an apartment owner shall be transferred to the name of such purchaser or the donee on payment of one rupee to the association.

iii) On the death of an apartment owner, his apartment shall be transferred to the person/s to whom he has bequeathed the same by his will or to the legal representatives of his estate & in case he has not made any specific bequest of the apartment the name of the legatee or legal representatives, jointly, shall be entered in the register of apartment owners maintained by the secretary for the purpose of administration of the condominium as apartment owners. Where any legatee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.

6) Where an apartment has been purchased by two or more persons,

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-13-

jointly, they shall be jointly entitled to the apartment & the shares of the association shall be issued in their joint names, but, the person whose name appears first on the share certificate, shall alone will have the right to vote.

7) Every apartment owner must hold at least one share of the association. (joint apartment owners holding the shares jointly).

8) Disqualification:- No apartment owner shall be entitled to vote on the question of election of members of the board or the President, Secretary, treasurer or any other office bearer or entitled to contest election to such office, if he is in arrears of any sum due from him in respect of his contribution for common expenses for more than 60 days on the last day of the year in which the elections to the board would take place.

CHAPTER - II

Voting, Quorum & proxies

9) Voting :- Voting shall be on a percentage basis & the percentage vote to which the owner is entitled to, is the percentage assigned to the family/ commercial unit/s 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 shall be cast in person.

CHAPTER - III

ADMINISTRATION

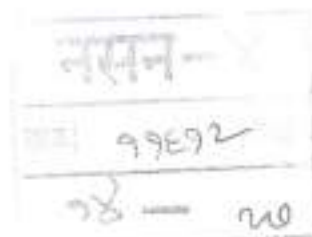
12) Powers & duties of association :- Association will have the responsibility of administering the said Apartment Condominium establishing & collecting the monthly assessment & arranging for the management of condominium in an efficient manner. Except, as otherwise provided resolutions of association shall require approval by a majority of owners, casting votes in person.

13) Place of meeting :- Meetings of the association shall be held at a suitable place convenient to the owners, as may be, from time to time, designated by the association.

14) Annual Meeting :- The annual meetings of the association shall be held on the first Sunday of June of each 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-law no. 23. The owners may also transact such other business of the association, as may properly come 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. The notice of such meeting shall state the time & place of the meeting and the purpose of meeting.

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 purpose of the meeting, time, place, date, agenda of the meeting to each apartment owner at least 8 days before meeting.



-14-

17) Adjourned Meeting :- If any meeting cannot be organised because of any reason, such meeting shall be adjourned for 48 hours from the time when the original meeting was called for.

CHAPTER -IV **BOARD OF MANAGERS**

18) Management of association:- The board of managers shall have the powers & duties necessary for the administration of the affairs of the association as required by the bye-laws of the association.

19) Other Duties :- The board shall have following other duties, in addition to that as specified in the bye-laws of the association.

- a) Care, upkeep, surveillance of the association's property
- b) Collection of monthly assessment from the owners
- c) To provide for the audits & accounts of the association
- d) To sanction working expenses, count cash balance & deal with
- e) other misc. business of association
- f) To hear & deal with the complaints of the occupants

20) Appointment of Manager:- The board may employ a manager at such compensation as determined by the board, to perform such duties & services as the board shall authorize, including, but, not limited to the duties in the bye-law no.19.

21) Election & Term of an Officer:- At the first annual general meeting of the association, the term of office of manager shall be fixed for a term of 5 years & at the expiry of his period his successor shall be elected to serve the association.

22) Vacancies:- Vacancies in the board caused by any reason, shall be filled in by vote of majority.

23) Removal of Managers:- At any regular or special meeting manager may be removed with or without cause, by a majority of the apartment owners & his successor may be elected in the same meeting by majority.

24) Quorum:- At all meetings of the board 1/3 rd of the total strength of the owners shall constitute a quorum of the meeting & the meeting without such quorum shall be adjourned.

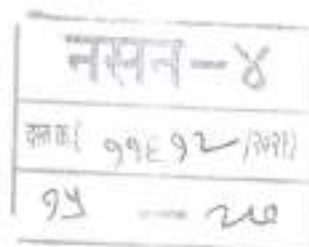
CHAPTER-V **OFFICERS**

25) Designations:- The principal officer of the said association shall be a President, Vice-President, a Secretary and a Treasurer, all shall be elected by the board. The board may appoint any additional officers for the smooth functioning of the work of the association.

26) The officer/s of the association shall be elected annually by the board of the organization of each new board & shall hold offices at the pleasure of the board.

27) Removal of officers:- Upon vote of majority of the members of the board, any officer may be removed either with or without any reason & his successor shall be elected in the same meeting with majority.

28) President:- The President shall be the chief executive officer of the association. He shall preside at all the meeting of the association & of the board. He shall have all the special powers & duties which are usually vested in the office of a president of an association.



-15-

29) Vice-President:- The Vice President of the association shall take place of the President in his absence & shall assist the President in his work while at the meeting or outside.

30) Secretary :- The secretary shall keep the minutes of all the meetings of the board & of the association & he shall have charge of all the books & papers of the association & shall perform all the duties incidental to the office of the Secretary.

31) Treasurer:- The treasurer shall be responsible for the association's funds, securities, money, as well as for the true & correct account of the said funds, money etc.

CHAPTER – VI

Obligations of the apartment owners

32) Assessment :- All the owners are obliged to pay monthly assessment imposed by the association to meet all the expenses relating to the association.

33) Use of the unit :- All the units shall be used only for their respective residential purpose & owners shall not make any kind of structural changes or alterations or modifications in his/her unit without previous written sanction of the President.

34) Use of common areas & facilities :- An owner shall not place or cause to be placed in the lobbies, stair-cases, terraces & other areas of the condominium. Such areas shall be used for no other purpose than for normal transit through them.

35) Right to entry :- An owner shall grant the right of entry to the manager or to any other person authorized by the board in case of emergency originating in or threatening his unit whether the owner is present at that time or not.

36) Rules of Conduct:- The residents shall take extreme care about making noise that may disturb others. It is prohibited to throw hard garments, rugs etc. from windows, balconies which may cause hardship for the other residents. It is prohibited to through garbage or trash outside the disposal installations provided for such purposes in the service areas.

CHAPTER – VII

FUNDS AND THEIR INVESTMENT

37) Funds :- Funds may be raised by the Association in all or any of the following ways, viz:-

a) By shares:-

b) By contribution and donations from the Apartment owners

c) From common profit which shall form the nucleus of the reserve fund ;

d) By raising loans, if necessary, subject to such terms & conditions, as the association, with the approval of the competent Authority, may determine in it.

38) Investment :- The Association may invest or deposit its funds in one or more of the following :- In the District central co- operative Bank or in the state co- operative Bank, or in any nationalized bank;

a) In any of the securities specified in section 20 of the Indian Trust Act, 1982,

b) In any co-operative Bank other than those referred to in clause (a) of this bye-law or any banking company approved for this purpose by the association.

a) In any of the securities specified in section 20 of the Indian Trust Act, 1982,



-16-

39) Accounts :-

i) A banking account shall be opened by Association into which all moneys received on behalf of the Association shall be paid ; provided that the secretary may retain in his personal custody an amount not exceeding Rs.1000/- for petty expenses. All payment above Rs.1000/- shall be made by cheque, duly signed by secretary and one member of the Board .

ii) The Association shall on or before 31st July in each year publish an audited financial statement in respect of the common areas and facilities containing :-

- a) The profit or loss account;
- b) The receipts and expenditure of the previous financial years;
- c) A summary of the property and assets and liabilities of the common areas & facilities of the association giving all particulars.

40) Publication of Accounts & Reports :- A copy of the last financial statement & of the report of the Auditor, if any, shall be kept in a conspicuous place in the office of association.

41) Appointment of Auditor :- The association shall appoint at its general meeting, an auditor who shall audit the accounts of the association to be prepared by the board, as hereinabove provided & shall examine the annual return & verify the same with the accounts relating thereto & shall either sign the same as founded by him, to be correct, duly vouched & in accordance with law.

**CHAPTER - VIII
MORTGAGES**

42) Notice of Association :- An owner who mortgages his/her unit , shall notify the association , through the manager if any, or the President of the board in the event there is no manager ,the name & address of his mortgagee and the association shall maintain such information in a book entitled " MORTGAGEES OF UNITS"

43) Notice of Unpaid Assessment :- The association shall at the request of a mortgagee of a unit , report any unpaid assessments due from the owner of such unit.

**CHAPTER - IX
COMPLIANCE**

44) These bye-laws are set-forth to be complied with the requirement of the Maharashtra Apartment Ownership Act-1970. In case any of these bye- laws conflict with the provisions of the said act. It is hereby agreed & accepted that the provisions of the act will apply.

45) Seal of the Association :- The association shall have a common seal which shall be used only under the authority of a resolution of the board and every deed of instrument to which the seal is affixed ,shall be attested.

IN WITNESS WHEREOF, the Grantor Owners & the Grantor Developers herein have set & subscribed their respective hands to these presents on the day, month & year written hereinabove.

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-17-

Drafted By

[Signature]

(J.B. Shamare, Adv)



Signed Sealed & Delivered by the
within named Grantor Owner
Metaliya Developers through Partner
Mr. Bhupendra Bhikabhai Metaliya

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Signed Sealed & Delivered by the
within named Grantor Developer
Metaliya Developers through Partner
Mr. Bhupendra Bhikabhai Metaliya

metaliya B B

In the presence of witnesses:-

1) Dilip Anandhara Ghuge

2) ~~P. R. Patil~~ P. R. Patil Subbar Place



घोषणापत्र/शपथपत्र

मी/आम्ही खाली सही करणार मा.नॉदणी महानिरीक्षक,म.रा.पुणे यांचे दि.३०/११/२०१३ रोजीचे परिपत्रकानुसार असे घोषित करतो की,नॉदणीसाठी सादर केलेल्या दस्तऐवजीतील मिळकत फसवणुकीद्वारे अथवा दुबार विक्री होत नाही याबाबत आम्ही अभिसंख शोध घेतला आहे. दस्तातील लिहून देणार/कुलमुखत्यारधारक हे खरे असून आम्ही स्वतः त्याची खात्री करून घेतली आहे.

सदर नॉदणीचा दस्तऐवज निष्पादीत करतांना नॉदणी प्रक्रियेनुसार आमच्या जबाबदारीने मी/आम्ही दस्तातील मिळकतीचे मालक/वारस हक्कदार/कबजेदार/हितसंबंधातील व्यक्ती यांची मालकी (टाइटल)तसेच मिळकतीचे मालकाने नेमून दिलेल्या कुलमुखत्यारधारक लिहून देणार हे हयात आहेत व उक्त मुखत्यारपत्र अद्यापही अस्तित्वात आहे व आजपावेतो रद्द झालेले नाही.याची मी/आम्ही खात्री देत आहोत.तसेच सदर मिळकत शासन मालकीची नाही व मिळकतीवर इतर हक्क, कर्ज,बोजे,बँकबोजे,विकसनबोजे,शासनबोजे व कुलमुखत्यारधारकानी केलेल्या व्यवहाराच्या अधीन राहून आमचा आर्थिक व्यवहार पूर्ण करून साक्षीद्वारासमक्ष निष्पादीत केला आहे.

सदर दस्तऐवज हा नॉदणी कामदा-१९०८ अंतर्गत असलेल्या तरतुदीनुसारच नॉदनेस दाखल केला आहे.दस्तातील संपूर्ण मजकूर,निष्पादक व्यक्ती,साक्षीदार व सोबत जोडलेल्या कागदपत्राची सत्यतापासली आहे. दस्ताची सत्यता, वैधता,कोर्ट मनाईहुकुम,कोटदावा या कायदेशिर बाबींसाठी दस्त निष्पादक संपूर्णपणे जबाबदार राहतील.

या दस्तासोबत नॉदणी प्रक्रियेमध्ये जोडल्यात आलेली पुरक कागदपत्रे खरी आहेत. मिळकतीच्या हस्तांतराबाबत कोणत्याही सक्षम प्राधिकारी/मा.न्यायालय/उच्च न्यायालय यांचा मनाईहुकुम नाही. तसेच महाराष्ट्र नॉदणी अधिनियम-१९६१ चे नियम-४४ नुसार बाधित होत नाही याची मी/आम्ही खात्री देत आहोत.

नॉदणी अधिनियम-१९६१ चे नियम-४४ व केळोवेळी मा.न्यायालय/उच्च न्यायालयाने दिलेल्या निर्णयानुसार दस्तऐवजांमधील मिळकतीचे मालक /कुलमुखत्यारधारक यांची मालकी व दस्तऐवजाची वैधता तपासणे ही नॉदणी अधिकारी यांची जबाबदारी नाही याची आम्हास पूर्णपणे जाणीव आहे.

स्थावर मिळकतीविषयी सध्या होत असलेली फसवणुक/जनाबटीकरण/संगनमत व त्या अनुषंगाने पोलिस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझे दस्तऐवजीतील मिळकतीविषयी होत नयेत म्हणून आम्ही दक्षता घेतली आहे.नॉदणी अधिनियम-१९०८ चे कलम ८२ नुसार मी/आ. नॉदविष्पात आलेल्या व्यवहारास कल्पयानुसार मुद्रांक शुल्क व नॉदणीफी कमी खात्री/बुद्धीमी गेली असल्यास अथवा नॉदणी अधिनियम-१९०८ चे कलम-८२ नुसार कोणत्याही प्रकारचा कायदेशिर प्रश्न उदभवल्यास त्यास मी/आम्ही जबाबदार आहोत याची आम्हास पूर्ण कल्पना आहे.

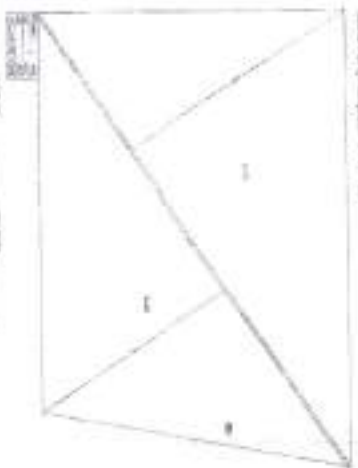
त्यामुळे आम्ही नॉदणी प्रक्रियेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही. जर प्रविज्यात सदर प्रकरणी कोणताही गुन्हा घडल्यास मी/आम्ही नॉदणी अधिनियम-१९०८ चे कलम-८२ व भारतीय दंडसंहिता-१८६०चे तरतुदीनुसार ७ वर्षांच्या शिक्केस पात्र आहोत याची मला/आम्हाला पूर्णपणे जाणीव आहे. याकरीता हे घोषणापत्र/शपथपत्र दस्ताचा भाग म्हणून जोडत आहोत.

लिहून देणार

लिहून घेणार

Metaiya B.B

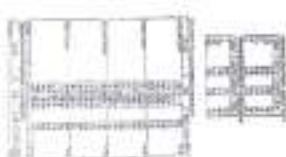
THESE DRAWINGS ARE NOT TO BE USED FOR CONSTRUCTION



SEE NOTE 1. BUILDING ON THE SITE



NOT TO SCALE
FOR INFORMATION ONLY
DO NOT USE FOR CONSTRUCTION



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CHALLAN

MTR Form Number-5



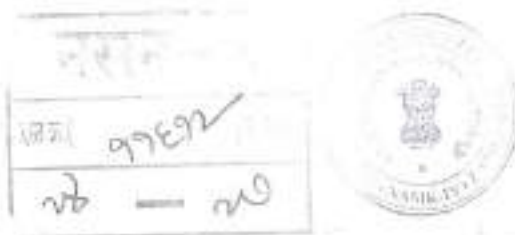
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Department Inspector General Of Registration			Payer Details:				
Stamp Duty			TAX ID / TAN (if Any)				
Type of Payment Registration Fee			PAN No. of Assessee(s)				
Office Name NERU NASHIK & JOINT SUB REGISTRAR			Full Name		Metalya Developers Tiru Bhupendra Shikadha		
Location NASHIK			Flat/Block No.		Flat No. 13/14/15 alongwith Nakam Heights		
Year 2021-2022 One Time			Premises/BUILDING		Apartment		
Account Head Details		Amount in Rs.					
000004801 Stamp Duty		100.00	Road/Street		S No 316/3 Pathard		
003009301 Registration Fee		100.00	Area/Locality		Nashik		
			Town/City/District				
			Pin		4 2 2 0 1 0		
			Remarks (If Any)				
			SecondPartyName/Metalya Developers Tiru Bhupendra Shikadha				
			Metalya-C/A-1-Market-0				
			Amount in		Two Hundred Rupees Only		
Total		200.00	Words				
Payment Details DBI BANK			FOR USE IN RECEIVING BANK				
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Name of Branch			Serial No. Date		100 04/12/2021		
Signature Invalid			Mobile No. 9990632700				
Digitally signed by VIRTUAL TREASURY MUMBAI Date 02/12/2021 15:20:00 Reason Secure Location India			Not valid for unregistered document				
Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount		
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Validity unknown

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VIRTUAL TREASURY
MUMBAI 03
Date: 2021.12.07
10:55:52
Reason: Secure
Document
Location: In38

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Document **H**andling **C**harges
Inspector General of Registrars & Stamps

Receipt of Document Handling Charges

PRN	0412202100069	Receipt Date	07/12/2021
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Received from SELF, Mobile number 9890632786, an amount of Rs. 560/-, towards Document Handling Charges for the Document to be registered on Document No. 11612 dated 07/12/2021 at the Sub Registrar office Joint S. R. Nashik 4 of the District Nashik.



Payment Details

Bank Name	SBIN	Payment Date	04/12/2021
Bank C/N	10004152021120400022	REF No	133808474540
Deface No	0412202100069D	Deface Date	07/12/2021

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



पत्रांक: 20-20
दिनांक: 16/12/2021

पुनः प्रवेश: ११/१२/२०२१
उपस्थापक: विष्णुभास्कर

क्र.सं.	विषय	प्रश्न	उत्तर
1.	महाराष्ट्र सरकारने माध्यमिक शिक्षण क्षेत्रात काय काय योजनांची अंमलबजावणी केली आहे?	महाराष्ट्र सरकारने माध्यमिक शिक्षण क्षेत्रात काय काय योजनांची अंमलबजावणी केली आहे?	महाराष्ट्र सरकारने माध्यमिक शिक्षण क्षेत्रात काय काय योजनांची अंमलबजावणी केली आहे?
2.	महाराष्ट्र सरकारने माध्यमिक शिक्षण क्षेत्रात काय काय योजनांची अंमलबजावणी केली आहे?	महाराष्ट्र सरकारने माध्यमिक शिक्षण क्षेत्रात काय काय योजनांची अंमलबजावणी केली आहे?	महाराष्ट्र सरकारने माध्यमिक शिक्षण क्षेत्रात काय काय योजनांची अंमलबजावणी केली आहे?
3.	महाराष्ट्र सरकारने माध्यमिक शिक्षण क्षेत्रात काय काय योजनांची अंमलबजावणी केली आहे?	महाराष्ट्र सरकारने माध्यमिक शिक्षण क्षेत्रात काय काय योजनांची अंमलबजावणी केली आहे?	महाराष्ट्र सरकारने माध्यमिक शिक्षण क्षेत्रात काय काय योजनांची अंमलबजावणी केली आहे?

ପ୍ରାଥମିକ 	ଉଚ୍ଚତମା ଶ୍ରେଣୀ 
	

प्रतिष्ठित परमाणुसंशोधन विभाग, मद्रास विश्वविद्यालय, तिरुवनंतपुरम, तमिलनाडु
दिनांक: 07/12/2021 10:56:44 AM

[illegible]

आ. सं. पाठशाળाचे नाव व पत्ता
१. माहा ज्ञान सभ्या मानवसह सुविधा :-
अप. ३६
पाठा शिक्षण मंडळ, तालिका
मि. अ. ४२२००२

Page 4 of 57 / 12 / 2021 10 : 57 : 13 AM

पुणे जिल्हा न्यायालय - २
पुणे - ४,
Payment Details

Sl	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Defect Number	Defect Date
1	Metalya Developers Thru Bhupendra Bhaskar Metalya	eChallan	88103332021120310060	MH0096006622021225	100.00	50	0004828209202122	07/12/2021
2	Metalya Developers Thru Bhupendra Bhaskar Metalya	eChallan		MH0096006622021225	100	50	0004828209202122	07/12/2021
3				0412202100069	500	RF	0412202100069D	07/12/2021

[SD: Stamp Duty] [RF: Registration Fee] [DHC: Document Handling Charges]

99E92 घर नौदला 99E92/2021

Enter Your Rights at Payments

००७ माई ०५६८ अत २०२५

7. With the needle, pierce the paper through the hole (it is easier to do this after making a hole in the paper with a hole punch).

For the record, please refer to the letter dated 10/10/2019, subject: आवक-४
आवक-४.

