नमुना-१
६०८३ /२०२१
GE—930

Its main door has direct access to road consisting of in the building known as **"SAARTHAK GARIMA APARTMENT, WING- C".**

Unsold.

Shop Number 04 (Zero Four):

It is admeasuring and making area adm. 19.97 Sq. Mtrs. Rera Carpet Area situated on **Ground Floor**. Its boundaries are as follows:

On or Towards		By
East	:	Saarthak Garima Residential Wings
West	:	30 Mtr. D.P. Road
South	:	Shop No. 3
North	:	Shop No. 5

Its main door has direct access to road consisting of in the building known as **"SAARTHAK GARIMA APARTMENT, WING- C" .**

Unsold.

Shop Number 05 (Zero Five):

It is admeasuring and making area adm. 19.97 Sq. Mtrs. Rera Carpet Area situated on **Ground Floor**. Its boundaries are as follows:

On or Towards		By
East	:	Saarthak Garima Residential Wings
West	:	30 Mtr. D.P. Road
South	:	Shop No. 4
North	:	Saarthak Garima Residential Wings

Its main door has direct access to road consisting of in the building known as **"SAARTHAK GARIMA APARTMENT, WING- C" .**

Unsold.

Shop Number 06 (Zero Six):

It is admeasuring and making area adm. 19.97 Sq. Mtrs. Rera Carpet Area situated on **First Floor**. Its boundaries are as follows:

On or Towards		By
East	:	Saarthak Garima Residential Wings
West	:	30 Mtr. D.P. Road
South	:	Shop No. 7
North	:	Saarthak Garima Residential Wings

Its main door has direct access to road consisting of in the building known as **"SAARTHAK GARIMA APARTMENT, WING- C" .**

Unsold.

नमुना-१
...77... दस्त नं. 6623 /2022
62—939
SEAL OF THE JOINT SUB-REGISTRAR NASIK-1

Bye Laws of the **"SAARTHAK GARIMA APARTMENT A, B and C WING" CONDOMINIUM.**

1. Short Title and Application:

These by-laws may be called the bye laws of **"SAARTHAK GARIMA APARTMENT A, B and C WING" CONDOMINIUM.** The Provisions of these bye-laws apply to the **"SAARTHAK GARIMA APARTMENT" CONDOMINIUM.** All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the building in any manner, are subject to the regulations set forth in these bye-laws. Mere acquisition or rental or taking or license of any of the family units/ (hereinafter referred to as 'UNITS') of the building or mere act of occupancy of any of the said units will signify that these bye-law are accepted, ratified and will be complied with.

2. DEFINITIONS:

i) In these bye-laws, unless the context require otherwise;

A) **"ACT"** means the Maharashtra Apartment Ownership Act 1970.

B) **"ASSOCIATION"** means the Association of all the Apartment owners constituted by such owners for the purpose of the **"SAARTHAK GARIMA APARTMENT A, B and C WING" CONDOMINIUM.**

C) **BOARD** means a Board of managers consisting of 5 persons of all whom shall be owners of apartment in the **"SAARTHAK GARIMA APARTMENT A, B and C WING" CONDOMINIUM.**

D) **BUILIDNG** means the building located at bearing **Amalgamated Plot No.8+7+6+5** total area admeasuring 3065.89 Sq.Mtr. out of **Gat No. 227/A/2/1** laying and situated at **Village Ambad Khurd**, Taluka and District Nashik, within the limits of Nashik Municipal Corporation, Nashik Tal. & Dist. Nashik and known as the **"SAARTHAK GARIMA APARTMENT A, B and C WING" CONDOMINIUM** and includes the land forming part thereof;

E) **DECLARATION** means the Declaration which all the owners of the building have executed and registered as provided in section 2;

F) **MAJORITY OF OWNERS** means those owners holding 51 percent of the votes in accordance with the percentages assigned in the Declaration;

G) Owner of Apartment owner means the person owning an apartment in the **"SAARTHAK GARIMA APARTMENT" CONDOMINIUM;**

H) "Section" means a section of the Act.

I) "Section" means a family unit in the **"SAARTHAK GARIMA APARTMENT A, B and C WING" CONDOMINIUM.**

J) Registrar means the Registrar of Co. operative Societies.

II Words and expressions used in these bye-laws but not defined therein shall have the meaning respectively assigned to them in the Act.

नसन-१
6623/2022
60-930

3. APARTMENT OWENERSHIP

The building located **Amalgamated Plot No. 8+7+6+5** total area admeasuring 3065.89 Sq.Mtr. out of **Gat No. 227/A/2/1** laying and situated at **Village Ambad Khurd**, Taluka and District Nashik, within the limits of Nashik Municipal Corporation, Nashik Tal. & Dist. Nashik known as **"SAA**

RTHAK GARIMA APARTMENT A, B and C WING" CONDOMINIUM is submitted to the provisions of the Act.

4. OBJECT OF ASSOCIATION

I) The object of Association shall be:

a) To be and to act as the Association of Apartment Owners of the building called **"SAARTHAK GARIMA APARTMENT A, B and C WING" CONDOMINIUM** constructed on bearing **Amalgamated Plot No. 8+7+6+5** total area admeasuring 3065.89 Sq.Mtr. out of **Gat No. 227/A/2/1** laying and situated at **Village Ambad Khurd**, Taluka and District Nashik, within the limits of Nashik Municipal Corporation, Nashik Tal. & Dist. Nashik (herein called **"the said building"**) who have filed their respective declarations submitting their apartments to the provisions of the Act.

b) To invest for deposit moneys.

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

d) To retain and rent or license, if possible, suitable portions of the common areas to outsiders for residential purpose 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 and do all or any of the matters provided in sub section (2) of the section 16.

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

g) To establish and carry on, on its own account or jointly with individuals of institutions, educational, physical, social and recreated activities for the benefit of the apartments owners.

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

i) To do all things necessary and/or otherwise provide for their welfare expenditure for the attainment of the object specified in these bye-laws.

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

5. MEMBERS OF ASSOCIATION:

i) All persons who have purchased apartments in the **"SAARTHAK GARIMA APARTMENT A, B and C WING" CONDOMINIUM** and executed respective Declarations under section 5 submitting their apartment to provisions of the Act shall automatically be the members of the association and shall pay the sum of Rs. 10/- as entrance fees and may purchase at least one share of the face value of Rs. 250/- each, Each apartment owner shall receive a copy of the bye-laws on payment of Rs. 25/-.

ii) Upon any apartment owner selling his apartment is absolutely conveying the same by way of gift under his will of otherwise, the purchase or done shall automatically become a member of the association, and shall be admitted as member of payment of the entrance fee of one rupee., The

नसन–१
...79... दस्त क्र.(6603 /2022)
29—930



shares held by an apartment shall be transferred to the name of such purchaser or done on payment of one rupee to the association.

iii) On the death of an apartment owner, the apartment of such apartment owner shall be transferred to the persons whom he be quests the same by his will or to the legal representative of the estate, in case he has not made by/any specified bequest of the apartment, the name of the legally or the names of the legal representatives jointly shall be entered in the register of apartment owners maintained by the secretary for the purpose of administration of the **"SAARTHAK GARIMA APARTMENT A, B and C WING" CONDOMINIUM** as apartment owner or joint apartment owners, where legally is a minor, the apartment owner shall be entitled to appoint a guardian a guardian of such minor.

6. JOINT APARTMENT OWENRS:

Where an apartment 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 joints names, but the persons whose name stands first in the share certificate, shall alone by and have the right to vote.

7. HOLDING OF ONE SHARE COMPULSORY:

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 questions of the election of members of the board or the President, Secretary, Treasurer or any other office bearer or be entitled to stand for election to such office if he is in arrears of any sum due from him in respect of his contributions for common expenses, for a more than sixty days on the last day of the year preceding the year in which the elections to the board would take place.

CHARPER II
VOTING, QUORUM AND PROXIES:

9. Voting: Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the family 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 cast in person: Votes shall be cast in person.

CHAPTER III
ADMINISTRATION

12. Powers and duties of Association: The association will have the responsibility of administrating the **"SAARTHAK GARIMA APARTMENT A, B and C WING" CONDOMINIUM** approving the annual budget, establishing and collecting monthly assessment and arranging for the management of the condominium in an efficient manner, Except as otherwise provided, resolution of the association shall require approval by a majority of owners, casting votes in person.

13. Place of Meeting: Meeting of the association shall be held at suitable place convenient to the owner as may from time to time be designated by the association.

नसन–१
दस्त क्र. ६६८३ /२०२१
६१–९३९

SEAL OF THE JOINT SUB-REGISTRAR NASIK-1

14. ANNUAL MEETINGS:

1. The first annual meeting of the association shall be held by President, Thereafter, the annual meetings of the association shall be held on the 1st Sunday of every December each succeeding year, at such meetings there shall be elected by ballot of the apartment owners a Board in accordance with requirements of bye-laws.

2. 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 a resolution of the Board of 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 this behalf. The notice of any special meeting shall state the time and place of such meeting except as stated in the notice without the consent of the four fifths of the owners present in person.

16. NOTICE OF MEETINGS:

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 to be 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 mailed or sent to the Housing Commissioner or as the case may be, the Registrar.

17. ADJOURNED MEETING:

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

18. ORDER OF BUSINESS:

The order of business at all meeting 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 officers.
e) Report of the Housing 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
j) The members may also transact such other business of the Association, as may properly come before them.

CHAPTER IV

BOARD OF MANAGERS

19. MANAGEMENT OF ASSOCIATION:

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

नसन-१
दस्त क्र.(6603 /२०२१)
C3—930



20. POWER AND DUTIES OF BOARD:

The board 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 notice. Attendance of by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. It all the managers are present at any meeting of board, no notice shall be required any business may be transacted at such meeting.

Other Duties: In addition to duties imposed by these bye-laws or by resolutions of the association the association the board shall be responsible for the following that is to say.

a) Care, upkeep and surveillance of the **"SAARTHAK GARIMA APARTMENT A, B and C WING" CONDOMINIUM** and the common areas and facilities.

b) Collection of monthly assessment from the owners;

c) Designation, employment, remuneration and dismissal of the personal necessary for the maintenance and operation of the **"SAARTHAK GARIMA APARTMENT A, B and C WING" CONMOMINIUM** and the common areas facilities.

d) Provide for the manner in which the audit and accounts 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 book is written up promptly and is signed daily by one of the members of the Board authorized in this behalf.

h) To hear and deal with complaints.

21. APPOINTMENT OF MANAGER:

The Board may employ for the Association a Manager at a compensation determined by the Board to perform such duties and service as the board shall authorize including, but not limited to the duties listed in bye-laws.

22. ELECTION AND TERM OF OFFICER:

At the first annual meeting of the association, the term of office of two managers shall be fixed for three years, the terms of officer of two managers shall be fixed at two years, and the term of office of one manager shall be fixed at one year, At the expiration of the initial term of office of each respective manager, his successors have been elected and hold their first meeting, (If a larger Board is contemplated, the terms of office should be established in a similar manner so that they will expire in different years).

23. 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 constitute less than a quorum; and each person so elected shall be a manager until a successor is elected at the next annual meeting of the association.

24. REMOVAL OF MANAGERS:

At any regular or special meeting duly called, any one or more of managers may be removed with or without cause by a majority of the apartment owners and a successor may then and there be elected to till 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.

नमुना-१
क्र.सं. ७७८३ /२०२१
८४-९३०,



25. ORIGANIZATION MEETING:

The first meeting of newly elected board shall be held within ten days of election at such place as shall be fixed by the managers were elected and no notice shall be necessary to the newly elected managers in order legally to constitute such meeting provided a majority of the whole board shall be present.

26. REGULAR MEETINGS:

Regular meetings of the board may be held at such time and place as shall be determined from the 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 main, or telegraph, at least three days prior to the day named for such meetings.

27. SPECIAL MEETINGS:

Special meeting of the board may be (held at such time be determined from time to time, by majority of managers) called by the president or three days' notice to each manager, given personally or by mail or telegraph, which notice shall state the time, place (as herein above provided) and purpose of the meeting, special meeting of the board shall be called by the president or secretary in like manner and on like notice on the written request of at least three managers.

28. WAIVER OF NOTICE:

Before and/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 any meeting of the board shall be a waiver of notice by time of the time and 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 meeting of the board, one third of the total strength of the managers shall constitute a quorum for the transaction of business and the acts of the Managers present at a meeting at which a quorum is present shall be the acts of the board, If at any meeting of the Board there be less than a quorum present the majority of those present may adjourn the meeting from time to time, at any such adjourned the meeting, any business which might have been transacted at the meeting as originality called may be transacted without further quorum present.

30. FIDELITY BONDS:

The board may require that all officers and employees of the Association handing or responsible for association funds shall furnish adequate fidelity bonds. The premiums on such bonds are paid by the association.

CHAPTER - V
OFFICERS

31. DESIGNATION:

The principal officers of the association shall be a president, vice president, a Secretary and a Treasurer of all whom shall be elected by and from the Board. The Board may appoint as Assistant Treasury and an

नसन-१
दस्त क्र.(6623 /2022)
45—939

SEAL OF THE JOINT SUB-REGISTRAR NASIK-1

Assistant Secretary and such other officers as in their judgment may be necessary (in case of an Association of 100 owners or less, the offices of treasurer and secretary may be filed by the same person).

32. ELECTION OF OFFICERS:

The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold officers at the pleasure of the Board.

33. REMOVEAL OF OFFICERS:

Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause and his successor elected at any regular meeting or the Board or at any special meeting of the Board called for such purpose.

34. PRESIDENT:

The President shall be the Chief Executive Officer of the association. He shall preside at all the meeting of the association and of the board, he shall have all of the general powers and duties which are usually vested in the office of the President of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the association.

35. VICE-PRESIDENT:

The Vice President shall take the place of the president and perform his duties whenever the President shall be absent or unable to act, If neither the President, nor the Vice President is able to act, the Board shall appoint some other members of the Board so to act on an inter in basis. The Vice President shall also perform such other duties as shall from time to time, be imposed upon him by the Board.

36. SECRETARY:

The secretary shall keep the minutes of meeting of the Board and the minutes of all meetings of the association he shall have charge of such books and papers as the Board may direct, and he shall in general perform all the duties incidentental to office of Secretary.

37. TREASURER:

The Treasurer shall be responsible for association funds and securities and shall also be responsible for keeping full and accurate accounts of all receipts and disbursement in books belonging to the association. He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the association in such depositors as may from time to time be designated by the board.

CHAPTER VI

OBLIGATIONS OF THE APARTMENT OWNERS:

38. ASSESSMENT:

All owners are obliged to pay monthly assessment imposed by the association to meet all expenses relating to the **"SAARTHAK GARIMA APARTMENT A, B and C WING" CONDOMINIUM** which may include an insurance premium for a policy to cover repair and reconstruction work in case of hurricanes, fire, earthquake or other hazards or calamity, The assessments shall be made pro rate according to the value of the unit owned, as stipulated in the declaration, Such assessments shall include monthly payments to a general operating reserve and a Reserve Fund for Replacement.

नमुना-१
6663/2022
८६-९३०

39. MAINTENANCE AND REPAIR:

i) Ever owner must perform promptly, all maintenance and repair work within own unit, which if omitted would affect the **"SAARTHAK GARIMA APARTMENT A, B and C WING" CONDOMINIUM** in entirely or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.

ii) All the repairs of internal installations of the units such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installation, doors, windows, lamps and all other accessories belonging to the unit area shall be at the expenses of the apartment owners concerned.

iii) The owner shall reimburse the association for any expenditure incurred in repairing or replacing an common area and facility damaged through his fault.

40. USE OF FAMILY UNITS-INTERNAL CHANGES:

i) All units shall be utilized for residential purpose only.

ii) An owner shall not make any structural modification or alteration in his unit or installations located therein, without previously notifying the association in writing through the president of the board if no manager is employed, the association shall have the obligation to answer within the stipulated time shall mean that there is no objection to the proposed modification, alteration or installation.

41. USE COMMON AREAS AND FACILITIES & RESTRICTED COMMON AREAS AND FACILITES:

An owner shall not place or cause to be placed in the lobbies, vestibules, stairways and other areas of **"SAARTHAK GARIMA APARTMENT A, B and C WING" CONDOMINIUM** and facilities of a similar nature any furniture package or objects of any kind, such areas shall be used for no other purpose than for normal transit through them.

42. RIGHT TO ENTRY:

i) An owner shall be grant the right of entry to the manager or to any other person authorized by the Board of Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.

ii) An owner shall permit other owner or their representative so required to enter his unit for the purpose of performing installation, alteration or repair to the mechanical or electrical service provided that requests for entry are made in the advance and that such entry is at a time of convenient to the owners. In case of emergency, such right of entry shall be immediate.

43. RULES OF CONTUCT:

i) No resident of the **"SAARTHAK GARIMA APARTMENT A, B and C WING" CONDOMINIUM** and shall post any advertisement or posters of any kind in or on the building except as authorized by the association.

ii) Residents shall exercise extreme care about making notice or the use of musical instruments, radios, television and amplifiers that may disturb others, residents keeping domestic animals shall abide by Municipal Sanitary by laws or regulations.

iii) It is prohibited to throw hand garments, rugs etc. from the windows, balconies or from any of the facades of the **"SAARTHAK GARIMA APARTMENT A, B and C WING".**

iv) It is prohibited to dust rugs, etc from the windows or to clean rugs etc., by beating on the exterior part of the said **"SAARTHAK GARIMA APARTMENT A, B and C WING" CONDOMINIUM.**

नसन-१
दस्त क्र.(6663 /2022)
L9—939
SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 • NASIK-1 •

v) It is prohibited to throw garbage or thrash outside the disposal installation provided for such purposes in the service areas, If such installation is not provided, all garbage or thrash shall be collected in a vessel and thrown in the Municipal Dust Bin.

vi) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antenna, machines or air conditioning units etc., on the exterior of the **"SAARTHAK GARIMA APARTMENT A, B and C WING" CONDOMINIUM** or that produce through the walls the roof of that CONDOMINIUM except as authorized by the association.

CHAPTER VII
FUNDS & THEIR INVESTMENTS

44. Funds: Funds may be raised by the association in all or any of the following ways namely:

a) By shares.

b) By contributions and donations from the apartment owners.

c) From common profits, this shall form the nucleus of the reserve fund.

d) By raising loan, if any, necessary, subject to such terms and conditions as the association, with the approval of the competent authority, may determine in this behalf.

45. INVESTMENT:

The association may invest or deposit its funds in one or more of the following:

a) In the central co-operative bank or in the state co-operative bank,

Or

b) In any of the securities specified in section 20 of the Indian Trusts Act 1882,

Or

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

46. AFFILIATION:

Should there be any federation of apartment owners in the locality in which the said **"SAARTHAK GARIMA APARTMENT A, B and C WING" CONDOMINIUM** is situated, the association, any after consulting the competent authority, become a member there of any pay the sums from time to time payable to such federation under the rules thereof.

47. ACCOUNTS:

i) A banking accounts shall be opened by the association into which all moneys received on behalf of the association shall be paid, provided that the secretary may retain is personal custody an amount not exceeding Rs. 100/- (Rupees One Hundred Only) for petty expenses. All payments above the amount of Rs. 20/- (Rs. Twenty Only) shall be made by Cheque signed by secretary and one members of the board.

ii) Each Apartment owner shall have a pas book in which the Secretary shall enter amounts paid to or received for his share in receipts of profits from common areas and contributions towards common expenses and his share of assessment and other dues, if any, in respect of his apartment.

iii) The Association shall in each year publish an audited annual financial statement in respect of the common areas and facilities containing:

a) The Profit and Loss Account

b) The receipts and expenditure of the previous financial years and

c) A Summary of the property and assets and liabilities of the common area and facilities of the Association, giving such particulars as will