

SHOP / FLAT NOS. - PERCENTAGE OF OWNERSHIP	
Flat No. 51	नसम-७ एलए/२२१ १४ - ३६ 100=00 %
Flat No. 52	
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- (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.

EIGHTH : That 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.

NINTH : 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 family 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 family of the building, each family unit owner having an exclusive and particular right, title and interest over his respective family unit and in addition the specified undivided interest in the restricted common areas and facilities.

TENTH : That for purposes of stamp duty and registration fees to be imposed on the registration of this Declaration or Deed of Apartment under Sec. 13 (5) value of "KRISHNA PRIDE APARTMENT" is distributed as follows :-

- (a) All that piece and parcel of the Plot nos. 4/5/6, plotted area totally admeasuring 1509.15 Sq. Mtrs. is valued at Rs. 3,25,75,000=00 (Rupees Three Crores Twenty Five Lakh Seventy Five Thousand only) as mentioned in the sale deed, which was registered in the office of Joint Sub Registrar, Class-II, Nasik-4 at Sr. No. 9392 on 31-10-2018 + Rs. 26,00,000=00 (Rupees Twenty Six Lakhs only) for price of T.D.R. totally admeasuring : 1486-85 Sq. Mtrs. purchased by sale deed dated : 07-02-2019, which has registered in the office of the Joint Sub Registrar, Class-II, Nasik-7 at Sr. No. 630, dated : 07-02-2019.
- (b) The building described above is valued at Rs. 6,15,66,000=00 (Rupees Six Crores Fifteen Lakh Sixty Six Thousand only) That so long as the Grantor owns one or more of the family units, the Grantor shall be subject to the provisions of this Deed and of the Exhibits A and B attached hereto and the Grantor covenants to take no action, which will adversely affect the rights of the Association of Apartment Owners, with respect to assurances against latent defects in the building or other rights assigned to the Association by reason of establishment of "KRISHNA PRIDE APARTMENT".

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

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

THIRTEENTH : That the undivided interest in the restricted common areas & facilities shall not be separated from the family 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.

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FOURTEENTH : That each apartment owner shall comply with the provisions of this declaration, the by laws decision and resolutions of the Association of Apartment Owners or 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.

FIFTEENTH : 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.

SIXTEENTH : That no apartment owner of a family 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 family unit.

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

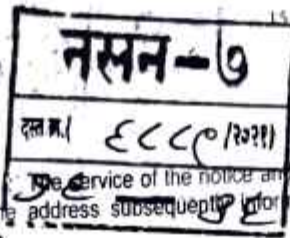
EIGHTEENTH : That all present or future owners, tenants, future tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of this declaration & that the mere acquisition or rental of any of the family unit of the building or the mere act of the occupancy of any of the said units shall signify that the provisions of this Declaration are accepted & ratified. The respective family unit shall not be rented or given on leave & license or care taker basis by the apartment owners thereof for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days/ (b) any rental or if the occupants of the family unit are provided customary hotel or boarding or lodging or paying guest services other than the foregoing obligations; the apartment owners of the respective family unit shall have the absolute right to lease such unit or give it on leave & license or care taker basis provided that said lease or leave & license or care taker basis provided that said lease or leave & license or care taker basis is made subject to the covenants & restrictions contained in this Declaration & further subject to the bye laws in Exhibit B attached hereto.

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

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

TWENTY FIRST : That in voluntary conveyance of a family 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 common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor 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 due to the association and such grantee shall not be liable for, 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 in excess of the amount therein, set forth.

TWENTY SECOND : The amendment to this Declaration will be effected after passing a resolution to that effect in the meeting of all the Apartment Owners & for such resolution, the consent of each owner for same will be necessary & in pursuance of the resolution passed the Board of Managers will be entitled to effect such amendment to the declaration provided such amendment is registered.



TWENTY THIRD

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

SCHEDULE

All that piece and parcel of non agricultural plot, bearing Survey No. : 316/3/PLOT/4/5/6, Plot Nos 4/5/6, hence, totally remained admeasuring 1569-15 Sq. Mtrs. + T.D.R. admeasuring 1486-85 Sq. Mtrs. lying, being & situated at village Pathardi, having City Survey No. 6890, admeasuring : 2136-7 Sq. Mtrs. having n. a. assessment of Rs. 2383-49 paise, within limits of the Nasik Municipal Corporation, Nasik and Registration and Sub-Registration Taluka and District of Nasik and said plots have jointly bounded as shown below :-

On or towards

East :- By 18-00 Mtrs. colony road.
North :- By 07-50 Mtrs. colony road.

West :- By Plot Nos. 7, 8, 9 and 10.
South :- By Plot No. 3.

WITNESS WHEREOF THE GRANTORS HAVE SIGNED ON THIS DAY, DATE AND YEAR FIRST MENTIONED ABOVE.

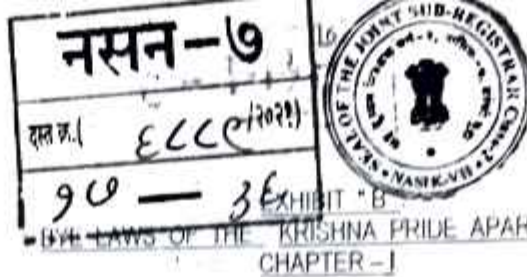
SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED
M/s. BHAGWATI DEVELOPERS,
A Partnership Firm, through it's Partner :
MR. DHANSUKH BHOVANBHAI METALIYA
* GRANTOR * (PLOT OWNER / BUILDER)



Bhuvanbhai

WITNESSES :- 1) *M.H. Kulkarni* 2) *Gaibingama*

(*Manish Kulkarni*) (*Ghaneshyamm. Vairamgumma*)



(1) SHORT TITLE AND APPLICATION :

These bye-laws may be called as the bye-laws of the "KRISHNA PRIDE APARTMENT". The provisions of these bye laws apply to "KRISHNA PRIDE APARTMENT".

All present or future owners, tenants, future tenants or their employees or any other persons that might use the facilities of the building 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 family 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.
 - b) " Association " means the association of all the Apartments Owners Constituted by such owners for purpose of " KRISHNA PRIDE APARTMENT ".
 - c) "Board" means a Board of Managers consisting of 3 persons all of whom shall be owners of Apartment in the " KRISHNA PRIDE APARTMENT ".
 - d) " Building " means the building located at Survey No. : 316/3/PLOT/4/5/6, Plot Nos. 4/5/6, hence, remaining totally admeasuring 1569-15 SQ. MTRS. lying, being and situated at village Pathardi and known as " KRISHNA PRIDE APARTMENT " and includes 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.
 - f) " Owner " or " Apartment Owner " means the person owning apartment in the "KRISHNA PRIDE APARTMENT".
 - g) " Section " means a section of the Act
 - h) " Unit " means a family unit in the " KRISHNA PRIDE APARTMENT CONDOMINIUM ".
 - i) " Registrar " means the Registrar of the Co-op. Societies.

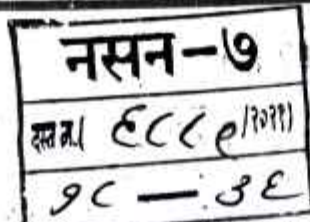
2) Words and expression used in these bye laws but not defined therein shall have the meaning respectively assigned to them in the act.

(3) APARTMENT OWNERSHIP :

The building located on the, Survey No. : 316/3/PLOT/4/5/6, Plot Nos. 4/5/6, hence, remaining totally admeasuring 1569-15 SQ. MTRS. lying, being and situated at village Pathardi and known as the "KRISHNA PRIDE APARTMENT" 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 Owners of the building called " KRISHNA PRIDE APARTMENT", Survey No. : 316/3/PLOT/4/5/6, Plot Nos. 4/5/6, hence, remaining totally admeasuring 1569-15 SQ. MTRS. lying, being and situated at village Pathardi. (Hereinafter called "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 and replacement of the common areas and facilities by contributions from 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 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 all & do all & any of the matters provided in the Sub Section (2) of Section 16
- f) To advance, with the consent of the Apartment Owners, any short term loans to any apartment owners in case of emergent necessity and to provide for the repayment thereof in lump-sum or in installments :
- g) To establish and carry on, its own accounts or jointly within individuals or institutions, educational, physical, social & recreative activities for the benefits of the Apartment Owners.
- h) To frame rules, within the approval of the general meeting of the association and after consulting the Competent Authority and may establish a provident fund and gratuity fund, if necessary, for the benefit of the Employees Association.
- i) To do all the things necessary or and 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) MEMBER OF THE ASSOCIATION :

1) All persons who have purchased apartments in the " KRISHNA PRIDE APARTMENT " and 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 some of One Rupee as entrance fees and 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 of Donee shall automatically become a member of the Association, and 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 donee 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 legal representatives of his estate, incase 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 purpose of Administration of the "KRISHNA PRIDE APARTMENT" as apartment owner or joint apartment owners. Where any legatee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.

(6) JOINT APARTMENT OWNERS :

Where an apartment has been purchased by two or more persons 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 stands first in the share certificate shall alone have the right to vote.

(7) HOLDING OF ONE SHARE COMPULSORY :

Every apartment owner must hold at lease one share of the Association (Joint apartment owners holding the shares jointly).

(8) DISQUALIFICATIONS :

No apartment owner shall be entitled to vote on the questions of the election of the member 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 last day of Board would take place.

CHAPTER - II
VOTING QUORUM AND PROXIES

(9) VOTING :

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Voting shall be on a percentage basis and the percentage of vote to which the owner is entitled is the percentage assigned to 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 IN PERSON :

Votes shall be cast in person.

CHAPTER - III
ADMINISTRATION

(12) POWERS AND DUTIES OF THE ASSOCIATION :

The association shall have the responsibility of administering the "KRISHNA PRIDE APARTMENT", 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 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.

(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 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, 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 & 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 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 meeting was called. If at such adjourned meetings also, no quorum is present the owners present in person been not less than two shall from a quorum.

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(18) ORDER OF BUSINESS :

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

- Roll call.
- Proof of notice of meeting or waiver of notice.
- Reading of minutes of preceding meeting.
- Report of Committees.
- Report of the Housing Commissioner, or the Registrar of the Officer duly authorized by them, if present.
- Report of Committees.
- Election of Board of Managers.
- Unfinished business, if any.
- New Business.

CHAPTER IV
BOARD OF MANAGERS

(19) MANAGEMENT OF ASSOCIATION :

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

(20) POWER 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 by law or these bye laws directed to be exercised and 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 :

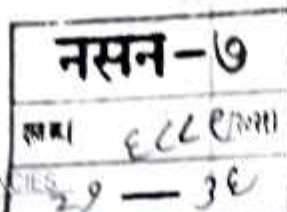
- Care, upkeep & surveillance of the " KRISHNA PRIDE APARTMENT " and the common areas and facilities and the restricted common areas and facilities.
- Collection of monthly assessment from the owners.
- Designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the " KRISHNA PRIDE APARTMENT " and the common areas and facilities and the restricted common areas and the facilities.
- To provide for the manner in which the audit and the account of the association shall be carried out.
- To inspect the accounts kept by the secretary and for the treasurer & examine the registers & account books and to take steps for the recovery of all sums due to the association.
- To sanction working expenses, count cash balance & deal with other miscellaneous business.
- To see that cash written up promptly and is signed duly by or e of the members of the Board authorized in this behalf.
- To bear 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 AND TERM OF OFFICE :

At the first annual meeting of the association, the term of office of two Managers shall be fixed for three years. The term of office of two managers shall be fixed for 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 constitute less than quorum and each person so elected shall be a manager until a successor 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 cause by a majority of the apartment owners and a successor may then be elected 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 hereinabove provided) & purpose of the meeting. Special meetings of the Board shall be called by the president of the Board 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 waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at a 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. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting as originally called may be transacted without further notice, provided there is a quorum present.

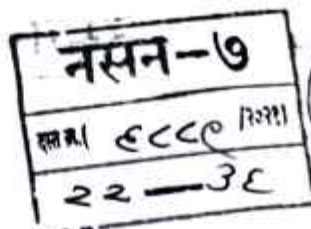
(30) FIDELITY BONDS

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

CHAPTER V
OFFICERS

(31) DESIGNATION

The principal officers of the association shall be president, Vice President a Secretary and a Treasurer all of whom shall be elected by and form the Board. The Board may appoint an assistant Treasurer and an assistant Secretary and such other officers as in their judgement may be necessary. In the case of an association of One Hundred owners or less, the offices of Treasurer and Secretary may be filled by the same person.



(32) ELECTION OF OFFICERS :

The officers of the association shall be elected annually by the Board of the Organization meeting of each new Board and shall hold offices at the pleasure of the Board.

(33) REMOVAL 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 of 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 meetings 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 president of an association, including, but not limited to the power to appoint committees from among 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 place of the President & 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 member of the Board so to act as an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board members.

(36) SECRETARY :

The Secretary shall keep the minutes of all meetings of the Board and the Minutes of all the 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 incidental to the office of the 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 the receipts and disbursements in books belonging to the association. He shall be responsible of the deposit of all moneys & other valuable effects in the name & to the credit of the association in such depositories as may from time to time be designated by the Board.

CHAPTER VI
OBLIGATIONS OF THE AP/RTMENT OWNERS

(38) ASSESSMENTS :

All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to "KRISHNA PRIDE APARTMENT", which may include an insurance premium for a policy to cover repair work and reconstruction work in case of hurricane, fire, earth quake or other hazardous calamity. The assessment shall be made pro-rata according to the value owned, as stipulated in the declarations. Such assessments shall include monthly payments to a General Operating Reserve Fund and a Reserve Fund for replacements.

(39) MAINTENANCE AND REPAIR :

- 1) Every owner must perform promptly, all maintenance repair work within his own unit, which if omitted would affect "KRISHNA PRIDE APARTMENT" in entirety or in part belonging to the other owners, being expressly responsible for damages and liabilities that his failure to do so may endanger.

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- 2) All the repair of the internal installation of the unit such as water, light, gas, power, sewage, telephones, air-conditioners, sanitary, installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the expense of the apartment owner concerned.
 - 3) An owner shall reimburse the Association for any expenditures incurred in the repairing or replacing any common areas and facility damaged through his fault.
- (40) USE OF FAMILY UNITS - INTERNAL CHANGES :
- 1) All units shall be utilized for residential purpose only).
 - 2) An owner shall not make any structural modifications or alterations in his unit or installation located therein without previously notifying the association in writing through the President of Board, if no manager is employed. The Association in writing, through the President of the Board, if no Manager is employed, the Association shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modifications, alteration or installation.
- (41) USE OF COMMON AREAS AND FACILITIES AND RESTRICTED COMMON AREAS AND FACILITIES :
- An owner shall not place or cause to be placed or cause to be placed in the lobbies vestibules, stairways, elevators and other area of " KRISHNA PRIDE APARTMENT " and facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind such areas shall be used for no other purpose than for formal transit through them.
- (42) RIGHT OF ENTRY :
- A) An owner shall grant the right of entry to the Manager or to any other person authorized by the Board or the Association in case of an emergency originating in or treating his unit whether the owner is present at the time or not.
 - B) An owner shall permit other owners or their representatives when so required to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services provided that requests for electrical services provided that request for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.
- (43) RULES OF CONDUCT :
- 1) No resident of the " KRISHNA PRIDE APARTMENT " shall post any advertisement of posters of any kind or on the building except as authorized by the association.
 - 2) Residents shall exercise extreme care about making noises or the use of the musical instruments, radios televisions and amplifiers that may disturb others, residents keeping domestic animals shall abide by the Municipal Sanitary bye laws or regulations.
 - 3) It is prohibited to hang garments, rugs, etc from the windows balconies or from any of the faces of the " KRISHNA PRIDE APARTMENT ".
 - 4) It is prohibited to hang rugs, etc. by heating on the exterior part of the said condominium.
 - 5) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas. If such installation is not provided all garbage or trash shall be collected in a vessel and thrown in the municipal dust bin.
 - 6) 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 " KRISHNA PRIDE APARTMENT " or that ported through the walls or the roof of that condominium except as authorized by the Association.
- CHAPTER - VII
FUNDS AND THEIR INVESTMENTS
- (44) FUNDS :
- Funds may be raised by the Association in all or any of the following ways namely :

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- a) By shares.
- b) By contributions and donations from the apartment owners.
- c) From common profits which shall form the nucleus of the reserve funds.
- d) By raising loans, if necessary subject to such terms and conditions as the associations, with the approval of the Competent Authority may determine in his behalf.

(45) INVESTMENT :

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

- a) In the Central Co-op. Bank or in the State Co-op. Bank or in the State Co-op. Bank or any other Schedule Bank decided by the meeting.
- b) In any of the securities specified in Section 20 of the Indian Trusts Act 1982.
- c) In any Co. Op. Bank other than those referred to in clause (a) of this bye laws 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, " KRISHNA PRIDE APARTMENT " is situated, the association may, after consulting the competent authority, become a member thereof and pay the sums from time to time payable to such federation under the rules thereof.

(47) ACCOUNTS :

- 1) A banking account 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 in his personal custody an amount not exceeding Rs. 100/- for petty expenses. All payment above Rs. 100/- shall be made by Cheque by the Secretary and one member of board.
- 2) Each apartment owner shall have a pass book in which the secretary shall enter amount paid to be 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 apartments.
- 3) The association shall on or before 31st July 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 areas and facilities of the association giving such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arrived at :
- 4) The audited financial statement shall be open to the inspection of any member of the association during office hours and in the office of the association and a copy thereof shall be submitted to the competent authority not later than 15th August every year.
- 5) Every financial statement shall be accompanied by a complete list of the apartment owners. There shall also accompany the financial statement in a similar list of loans. The financial statement shall state up to what date profits and expenses of common areas are included.

(48) PUBLICATION OF ACCOUNTS AND REPORTS :

A copy of the last financial statement and of the report of the auditor, if any, shall be kept in a conspicuous place in the office of the association.

(49) APPOINTMENT OF AUDITOR :

The association shall appoint at its general meeting an auditor who shall audit the account of the association to be prepared by the board as hereinabove provided and shall examine the annual return and verify the same, with the accounts relating thereto and shall either sign the same as found by him to be correct, duly vouchered and in accordance with law, or

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सम. (ECC) (अ. १)
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specially report to the association in what respect he finds it incorrect, unvoiced or not in accordance with law.

(50) POWER OF AUDITOR :

The auditor shall be entitled to call for examine any papers or documents belonging to the association relating to the common areas and facilities (including limited common areas and facilities) and common expenses and shall make especial reports to the association upon any matter connected with the accounts which appears to him to require notice.

CHAPTER - VIII
MORTGAGES

(51) NOTICE TO ASSOCIATION :

An owner who mortgages his unit shall notify the association through the Manager, if any or the President of Board, in the event there is no manager, the name and address of his mortgage and the association shall maintain such information in book entitled " Mortgages of Units ".

(52) NOTICE TO UNPAID ASSESSMENTS :

The association shall at the request of mortgagee of a unit report any unpaid assessment due from the owner of such unit.

CHAPTER IX
COMPLIANCE

(53) COMPLIANCE :

These bye laws are set forth to comply with the requirements 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 and accepted that provisions of the Act will apply.

(54) SEAL OF THE ASSOCIATION :

The association shall have a common seal which shall be in the custody of the secretary and shall be used only under the authority of resolution of the board and every deed of instrument to which the seal is affixed shall be attested for or on behalf of the association by two members of the board and the secretary or any other person authorized by the association in that behalf.

CHAPTER X
AMENDMENT TO PLAN OF APARTMENT OWNERSHIP

(55) AMENDMENT OF BYE LAWS :

These bye laws may be amended by the association in a duly consisted meeting for such purpose and no amendment shall take effect unless approved by owner representing at least 75 per cent of the total value of all units in the " KRISHNA PRIDE APARTMENT " as shown in the Declaration of Apartment.

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२६ — ३६



पृष्ठ - १

सामान्यतः - वाणिज्य

विषय : अर्थशास्त्र

पञ्चदशमः अध्यायः । --- न विनिर्दिष्टः । ---

सुपरीम कोर्टाचा न्यायसिद्धांत : 316/3/सी/4/5/6

[illegible]

॥१॥ ॐ नमो भगवते वासुदेवाय ॥

विष्णुजी मंदिर

[अथवा काले व सुनिश्चित केले] नियम, १९५१ च्या नियम २१]

पृष्ठ - पाठ्य - ३

डा. अ. अ. अ. - वाणिज्य

खिलाफ - वाणिज्य

सिखट्टया देवपाल आचार्य : --- क दिनांक : ---

স্বাক্ষর : 
 মহোদয় প্রকৌশল ও জরাজিহাদ : 316/3/পার/4/3/6

[illegible]

^{११}“सा प्रवर्तितव्य इति श्रुत्वा त्वीं भुवन् १५/- तपये विजानते,”

Received :- 05/06/2021

संज्ञांक संख्या :- 272000110259330001620211193

तल्लोनी पांशडी
(नाम :- विजय कान्हा विठ्ठल)
तल्लाडी साहू व नौ - गालीब दि - जकिया

Nashik Municipal Corporation
OCCUPANCY CERTIFICATE

Application No. **NMC/TPD/Pathardi/OC/0254/2021**

Application Date: **01 June, 2021**

Date : **26/07/2021**

Permission No./OC	LND/OC/Pathardi/DCR/0237/2021	Occupancy Issued Date:	26 July, 2021
Building Permit No:	LND/BP/Pathardi/DCR/0521/2019	Building Permit Date:	09 May, 2019
Ref:	Building Commencement Notice submitted by the Applicant		
	Building Completion Notice submitted by the Applicant		
	CSC Occupancy No.	NMC/TPD/Pathardi/OC/0254/2021	

The Owners/Builder/Developer /Licensed Architect/Engineer / Structural Engineer have given the Building Completion Notice that the building has been completed as per the specifications of Sanctioned Plans and it is declared that the building conforms in all respects to the requirements of the building regulations contained under the statutory provisions in the respective Municipal Act and Building Bye Laws/Rules issued by the Govt. This is to certify that the building has been inspected and is declared fit for occupation.

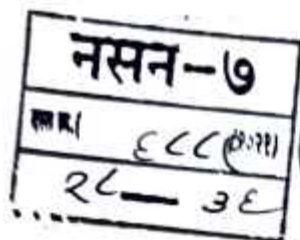
A	NAME OF THE OWNER/Developer	MR. BHAGWATI DEVELOPERS PARTNER SHIP FIRM PARTNER SAU NIPABEN D. METALIA AND OTHER ONE		
B	LOCATION OF THE PROPOSED SITE			
1	Plot No.	4+5+6	2. Survey No.	316/3
3	District	Nashik	4. Village	Pathardi
5	Division	Nashik West	6. Town/ City	NASHIKI
C	DETAILS OF THE COMPLETED BUILDING			
1	Building Permit / Permission No.	LND/BP/Pathardi/DCR/0521/2019	Building Permit / Permission Date	09 May, 2019
	a	Due date for completion of the building	01 June, 2021	
	b	Date on which completion notice submitted	01 June, 2021	
	c	Whether it is completed within the stipulated time	NO	
	d	If No, to collect the Fine Rs(60750/-) for Revalidation /Revised Charges as per the NMC Act as per the rules in force		
3	Site Area (m2)	As per Documents	As per submitted Plan	Road Widening Area
		0.00	0.00	19.84
				Net Area
				1,588.99
D	BUILDING WISE DATA			
	Building Name		Building Name A BUILDING	
	No. of Floors	Cellar + Stilt	Ground +Upper Floors	
4	a As per Sanctioned Plan	0Cellar+0 Stilt	1Ground Floor + 5Upper Floor	
	b As per Completed Building Plan	0Cellar+0 Stilt	1Ground Floor + 5Upper Floor	
	Use of the Building			
5	a As per Sanctioned Plan	Resi + Commercial		
	b As per Completed Building Plan	Resi + Commercial		
	Floor Area (m2)			
6	a As per Sanctioned Plan	3164.41		
	b As per Completed Building Plan	3164.41		
		i) Parking Area (m2)	ii) Tot -lot area (m2)	
7	a As per Sanctioned Plan	27	3164.41	
	b As per Completed Building Plan	27	3164.41	

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Setbacks(m)		Front	Rear	Side-1	Side-2
8	a As per Sanctioned Plan	6.00	4.65	5.48	4.40
	b As per Completed Building Plan	6.00	4.65	5.48	4.40
	c Extent of deviation in %	0.00	0.00	0.00	0.00
	d Fine Paid Rs() as per the NMC Act, as per rules in force				
Height (m)					
9	As per Sanctioned Plan	17.55			
	As per Completed Building Plan	17.55			
10	RWH(Rain Water Harvesting)				
	As per Sanctioned Plan	1			
	As per Completed Building Plan	1			

Yours faithfully,



Document certified by
Chandrashekhar Bharaji Aher
<aherchandra@gmail.com>

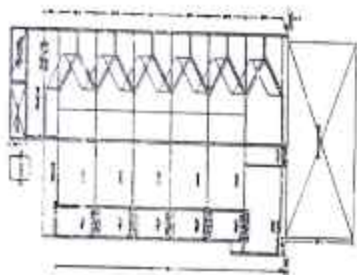
Organization : Person
Designation : Executive
Engineer
Date : Jul-2016: 16: 37:26
Certificate
279FB456C6D08C3

Executive Engineer
Nashik Municipal Corporation

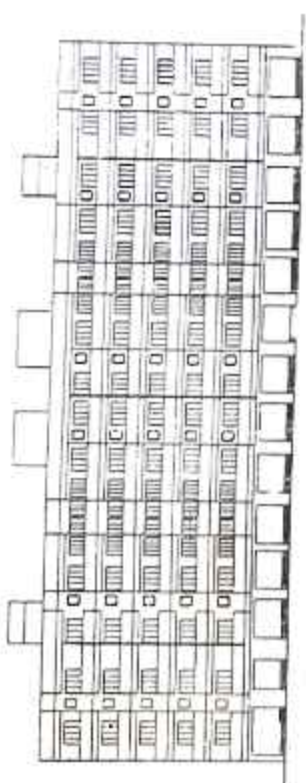
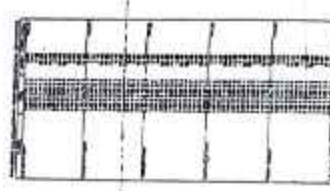
Copy to:

1. The Addl. Commissioner (Fin.), NMC .
2. The Zonal Commissioner, NZ, NMC .
3. The Dy. Commissioner, Circle No.-, NMC with a request for assessment of PT / VLT upto date.
4. The Asst. City Planner, Circle No.-, NMC .
5. The Sub-Registrar, _____ with a request to release the mortgaged area.
6. The A'dl. Commissioner (Revenue), NMC with a request for assessment of property tax at once from the date of issue of O.C.

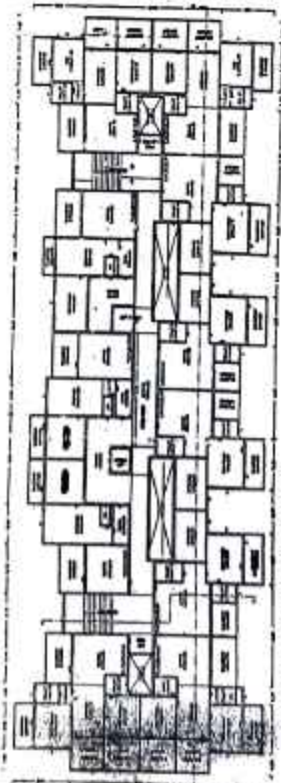
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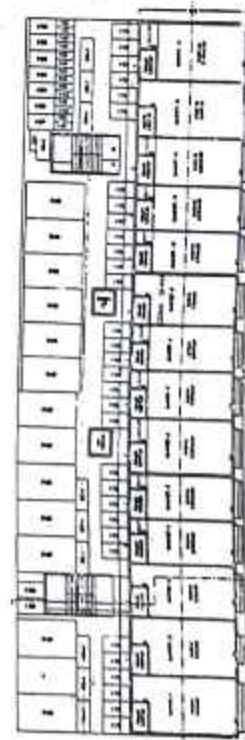
SECTION A-A
(Scale 1/4")



FRONT ELEVATION
(Scale 1/4")



TYPICAL - 1, 2, 3, 4, 5 FLOOR PLAN

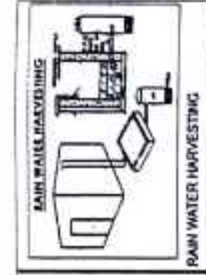
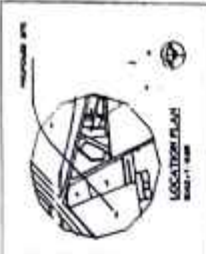


GROUND FLOOR PLAN

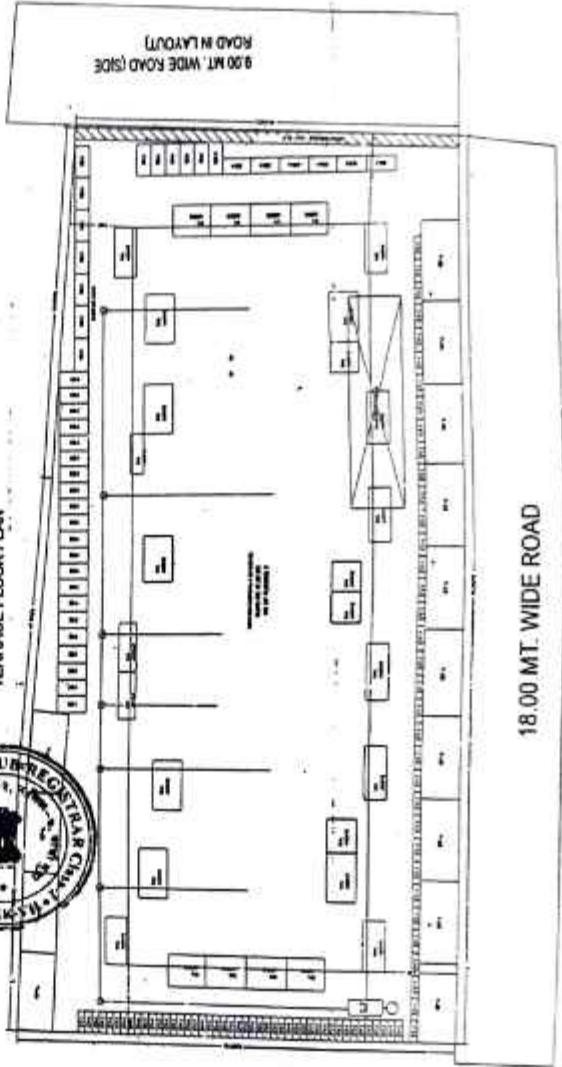
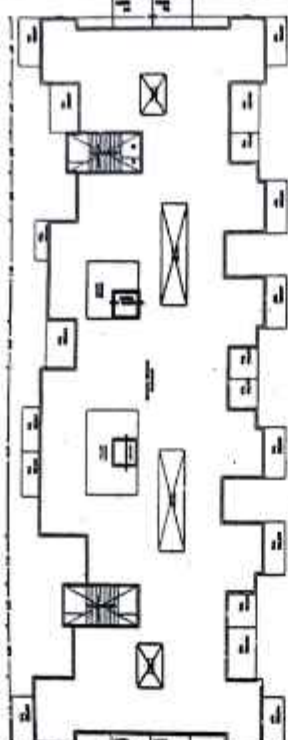
SCALE OF FEET



NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT
1	CEMENT	100	MT	100
2	BRICKS	1000	NO	1000
3	ROOFING SHEET	100	MT	100
4	WATER PUMP	1	NO	1
5	ELECTRICITY	100	MT	100
6	PAINT	100	MT	100
7	GLASS	100	MT	100
8	IRON	100	MT	100
9	STEEL	100	MT	100
10	WOOD	100	MT	100
11	PLASTER	100	MT	100
12	CONCRETE	100	MT	100
13	LABOR	100	MT	100
14	TRANSPORT	100	MT	100
15	MAINTENANCE	100	MT	100
16	UTILITIES	100	MT	100
17	INSURANCE	100	MT	100
18	PROPERTY TAX	100	MT	100
19	OTHER	100	MT	100
20	TOTAL			

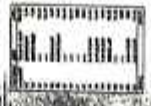
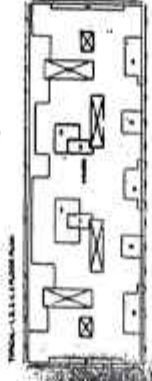
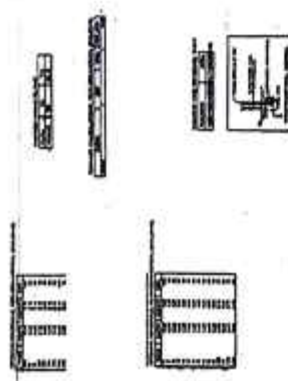


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18.00 MT. WIDE ROAD

CITY OF ANT



Area of Plot for Transportation - PLUT 100-4-1-48