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be elected by and from the Board. The Board may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officer as in their judgment 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).

33) 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 offices at the pleasure of the Board.

34) 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.

35) PRESIDENT :-

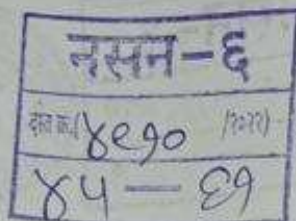
The President shall be Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including but not limited to the power to appoint committee 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.

36) VICE - PRESIDENT :-

The Vice - President shall take 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 member of the Board so to act on 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.

37) SECRETARY :-

The Secretary shall keep the minutes of the meeting of the Board and the minutes of all meetings of the Association, he shall have charge of such books and papers general, perform all the duties incident to the office of Secretary.



38) **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 disbursements in books belonging to the association. He shall be responsible for the deposits of all moneys and other valuable effects in the name of and to the credit of the Association in such depositories as may from time to time be designated by the Board.

CHAPTER - VI

:: OBLIGATION OF THE APARTMENT OWNERS ::

39) **ASSESSMENTS :-**

All owners are obliged to pay monthly assessment imposed by the Association to meet all expenses relating to the PARADISE MEADOWS APARTMENT CONDOMINIUM, which may include an insurance for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard or calamity. The assessments shall be made pro-rata according to the value of the unit owned as stipulated in the declaration. Such assessments shall include monthly payments to a General Operating Reserve Fund for Replacements.

40) **MAINTENANCE AND REPAIR :-**

- (1) Every owner must prefer promptly, all maintenance and repair work within his own unit, which if omitted would affect the PARADISE MEADOWS APARTMENT CONDOMINIUM in entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.
 - (2) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephone, air conditioner, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the expenses of the apartment owner concerned.
 - (3) An owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common area and facility damaged through his fault.
- 41) **USE OF FAMILY / COMMERCIAL UNITS - INTERNAL CHANGES :-**
- (1) All units shall be utilized for residential / commercial purpose only.

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- (2) An owner shall not make any structural modifications or alterations 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 thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modifications, alterations or installation.

42) USE OF COMMON AREAS AND FACILITIES AND RESTRICTED COMMON AREAS AND FACILITIES :-

- (1) An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas of PARADISE MEADOWS APARTMENT CONDOMINIUM and facilities of 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 normal transit through them.

43) RIGHT OF ENTRY :-

- (1) An owner shall grant the right of entry to the Manager or to the other person authorized by the Board or the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.
- (2) 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 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.

44) RULES OF CONDUCT :-

- (1) No resident of the PARADISE MEADOWS APARTMENT CONDOMINIUM shall post any advertisement or posters of any kind in or on the building except as authorized by the Association.
- (2) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb others. Residents keeping domestic animals shall abide by the municipal laws or regulations.
- (3) It is prohibited to hang garments, rugs, etc. from the windows, balconies or from any of the appurtenances of PARADISE MEADOWS APARTMENT CONDOMINIUM

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- (4) It is prohibited to dust rags, etc. from the windows or to clean rugs, etc. by beating 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 vessels and thrown in the municipal dust bin.
- (6) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennae, machines or air-conditioning units, etc. On the exterior of the PARADISE MEADOWS APARTMENT CONDOMINIUM or that protrude through the wall or the roof of the condominium except as authorized by the Association.

CHAPTER - VII

:: FUNDS AND THEIR INVESTMENTS ::

45) 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 which shall form the nucleus of the Reserve fund,
- d. By raising loans, if necessary, subject to such terms and conditions as the Association with the approval of the Competent Authority, may determine in this behalf.

46) INVESTMENTS :-

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

- a. In the Nationalised Bank or Central Co-Operative Bank or in the State Co-operative Bank, or
- b. In any of the securities specified in Sec. 20 of the Indian Trust Act, 1882, or
- c. In any Nationalised Bank or Co-operative bank other than those referred to in clause (a) of the by-law, or in any Banking company approved for this purpose by the Association.

47) AFFILIATIONS :-

Should there be any Federation of apartment owners in the locality in which the PARADISE MEADOWS APARTMENT CONDOMINIUM is situate, 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.



48) **ACCOUNTS :-**

- (1) A banking account shall be opened by the Association in to 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 payments above Rs.100/- shall be made by cheques signed by the Secretary, and one member of the Board.
- (2) Each apartment owner shall have a pass 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 for his apartment.
- (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 expenditures of the previous financial year, 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 15 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 a similar list of loaners. The financial statement shall state up to what date profits and expenses of common areas are included.

49) **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.

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50) **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 herein before 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 vouched and accordance with law, or specially report to the Association in what respect the funds it is incorrect, unvouched or not in accordance with law.

51) **POWER OF AUDITOR :-**

The Auditor shall be entitled to call for and 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 a special report to the Association upon any matter connected with the accounts which appears to him to require notice.

CHAPTER - VIII
:: MORTGAGEES ::

52) **NOTICE OF ASSOCIATION :-**

An owner who mortgages his 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 and address of his mortgagee and the Association shall maintain such information in a book entitled "Mortgagees of Units".

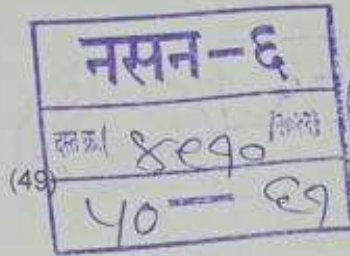
53) **NOTICE OF UNPAID ASSESSMENT :-**

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

CHAPTER - IX
:: COMPLIANCE ::

54) **COMPLIANCE :-**

These by-laws are set forth to comply with the requirements of the Maharashtra Apartment Ownership Act, 1970. In case any of these by-laws conflict with the provisions of the said Act, it is hereby agreed and accepted that the provisions of the Act will apply.



55) **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 a 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

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

56) **AMENDMENTS OF BY-LAWS :-**

These by-laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75% of the total value of all units in the PARADISE MEADOWS APARTMENT CONDOMINIUM as shown in the Declaration.

IN WITNESS WHEREOF THE GRANTOR HAVE SET HIS HAND ON THIS DECLARATION ON THIS 02ND DAY OF MAY IN THE YEAR TWO THOUSAND TWENTY TWO AT NASHIK.

SIGNED, SEALED & DELIVERED
by the GRANTOR (LAND OWNER) -

M/S. CREATIVE CONSTRUCTIONS,
A Partnership Firm,
Through it's Partner -

1. **MR. SHAILESHKUMAR
BADRIPRASAD KESHARWANI,**



Shaileshwar



Anjana.

2. **MRS. ANJANA SHAILESHKUMAR
KESHARWANI**



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3. MR. SHAIKH SUHAIL UMAR





4. MR. SHAIKH SHAKIL UMAR





GRANTOR
(LAND OWNER)

In the presence of ...

1. Bagwan Bagwan parve matin

2.  Vishal Jayantihal Katariger



गाव नमूना सात (अधिकार अभिलेख पत्रक)

गाव : नाशिक शहर - ४

भ्रमापन क्रमांक व उपविभाग : 810/अ/अ 6 तै 12/810

तलिका :- नाशिक

जिल्हा :- नाशिक

अधारणा पद्धती : आगवटादार वर्ग - 1

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माद नमना बारा (पिकांधी नोंदवही)

महाराष्ट्र जमीन महसूल अधिकार अधिनियम १९४७ (महाराष्ट्र अधिनियम २५) - नाशिक शहर - ४

गाव :- नाशिक शहर - ४

तालुका :- नाशिक

जिल्हा :- नाशिक

भूमापन क्रमांक व उपविभाग : 810/अ/अ 6 तें 12/810 अ/22 ब/86, 3 ब 1/1/1 ते 2 व 6 प्लॉट नं 1 ते 2 व 6

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मिश्र पिकाखालील क्षेत्र							निर्मळ पिकाखालील क्षेत्र											
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“या प्रमाणित प्रतीक्षा की मधुन १५० रुपये मिलते।”

दिनांक :- 21/04/2021

सांकेतिक क्रमांक :- 2720001142011000644202211090

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तलादी नाशिक

तन्मूर्ति स्थितः नागिन्द्रादरः - अतः - नागिक जिः नागिक

Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

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Received from SELF, Mobile number 9225111592, an amount of Rs.1200/-, towards Document Handling Charges for the Document to be registered(ISARITA) in the Sub Registrar office Joint S.R. Nashik 6 of the District Nashik.			
Payment Details			
Bank Name	SBIN	Date	02/05/2022
Bank CIN	10004152022050202922	REF No.	IGANMLJQ06

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