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provided in this by law shall be considered notice served. Notices of all meetings shall be mailed or sent to the Housing Commissioner, or as the case may be the Registrar.

17. ADJOURNED MEETINGS :

If any meeting of any owners cannot be organised because of a quorum has not attended the owners 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 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 meetings of the owners of 124 units shall be as follows :

- a) Roll call.
- b) Proof of notice of meeting or waiver of notice.
- c) Reading of minutes of preceeding meeting.
- d) Reports of Officers.
- e) Report of the Housing Commissioner or the Registrar or of the Officer duly authorised by them if present.
- f) Report of Committees.
- g) Election of Board.
- h) Unfinished Business, if any.
- i) New Business.

CHAPTER IV

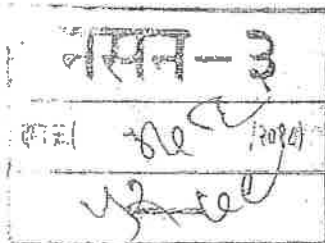
BOARD OF MANAGERS

19. MANAGEMENT OF ASSOCIATION :

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

20. POWERS & DUTIES OF THE 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 are not by law or these By-laws directed to be exercised & done by the owners.



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21. OTHER DUTIES :

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

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

22. APPOINTMENT OF A 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 authorise including but not limited to the duties listed in the bye-law 21.

23. ELECTION & TERM OF AN OFFICE :

At the first annual meeting of the association the term of the office of two Managers shall be fixed for three years. 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 A Successor shall be elected to serve a term of three years. The Manager shall hold office until their successors have been elected to serve a term of three years. The Manager shall hold office until their successors have been elected & hold their first meeting. (If a larger Board is contemplated, the terms of Office shall or should be established in 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 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 successor manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

26. ORGANISATION MEETING :

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

27. REGULAR MEETING :

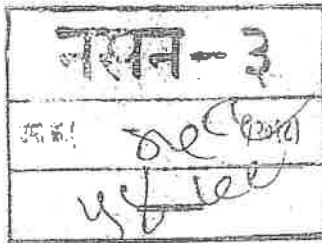
Regular meeting of the Board may be held at such time and place as shall be determined, from time to time by a majority of manager, but atleast two such meeting shall be held during each year. Notice of regular meeting of the board shall be given to each manager, personally or by mail or by telegraph,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

28. SPECIAL MEETING :

Special Meetings of the Board may be called by the President on three days notice to each Manager, given personally or by mail or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings 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.)

29. WAIVER OF NOTICE:

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



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30. QUORUM :

At all meetings of the Board 1/3 of the total strength of their Managers shall constitute a quorum for the transaction of business and the acts of the Managers present at the 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 meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice, provided there is a quorum present.

31. FIDELITY BONDS :

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

CHAPTER V

OFFICERS

32. DESIGNATION :

The principal officers of the association shall be a president, a Vice President, a Secretary and a Treasurer all of whom shall be elected by and from 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 an association of One Hundred onwards or less, the officers of Treasurer and Secretary, may be filled by the same person.

33. ELECTION OF OFFICERS :

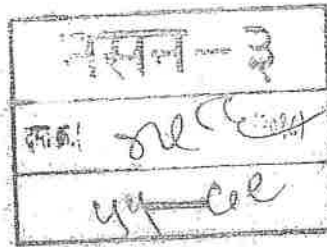
The officers of the association shall be elected annually by the Board of the Organisation meeting of each new Board and shall hold office at the pleasure of the Board.

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 the chief executive officer of the association. He shall preside at all the meetings of the Association and of the Board he shall have the



general powers and duties which are usually vested in the office of a president of an Association, including, but not limited to the power to appoint a committee, from among the owners, from time to time as he may in his discretion, decide to be appropriate to assist him in the conduct of the affairs of the association.

36. 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 and 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 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.

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 the receipts and disbursements in books belonging to the association. He shall be responsible to the deposit of all moneys and other valuable effects in the name and to the credit and the association in such depositaries as may from time to time be designated by the Board.

CHAPTER VI

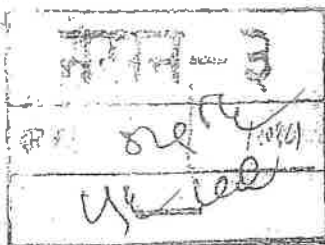
OBLIGATIONS OF THE APARTMENT OWNERS

39. ASSESSMENTS :

All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to RAJASHREE OYSTER Condominium, which may include an insurance premium 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 Declaration such assessments shall include monthly payments to a General operating Reserve and a Reserve fund for replacements.

40. MAINTENANCE AND REPAIR :

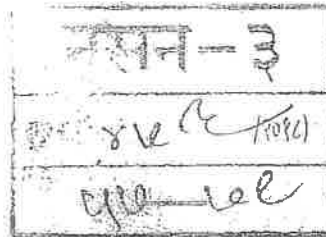
1. Every owner must perform promptly, all maintenance and repair work within his own unit, which if omitted would affect the RAJASHREE OYSTER Condominium in entire or in part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.



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2. All the repairs of the internal installations of the unit such as water, light, gas, power, sewage, telephone, air conditioners, 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 expenditures incurred in repairing or replacing any common areas & facility damaged through his fault.
41. USE OF FAMILY UNITS-INTERNAL CHANGES :
 - 1 All units (except units on the Ground floor, shop premises) shall be utilised for residential purposes only.
 2. An owner shall not make any structural modifications or alternations in his unit or installation located there in 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 installations.
42. Use of Common areas and facilities and restricted common areas and facilities.

An owner shall not place or cause to be placed in the lobbies vestibules, stairways, elevators and other areas of RAJASHREE OYSTER Condominium 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.
43. RIGHT OF ENTRY :
 - a An owner shall grant the right of entry to the Manager or to any other person authorised by the Board of the association in case of an emergency originating in or threatening his unit whether the owner is present at the time or not.
 - b. An owner shall permit other owners, or their representative when so required to enter his unit for the purpose of performing installation, alteration 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 RAJASHREE OYSTER Condominium shall post any advertisement or posters of any kind in or on the building except as authorised by the association.
 2. Residents shall exercise extreme care about making noises or the use of the musical instruments, radios, T.V. and amplifiers that may disturb others. Residents keeping domestic animals shall abide by the Municipal Sanitary By-laws or regulations.



3. It is prohibited to hang garments, rugs, etc. from the windows balconies or from any of the facades of the RAJASHREE OYSTER Condominium.
4. It is prohibited to dust rugs etc. from the windows or to clean rugs, etc. by beating of 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 installations 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 RAJASHREE OYSTER Condominium or that protrude through the walls or the roof of the condominium except as authorised by the Associations.

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 Apartments owners.
- c. from common profits which shall form the nucleus reserve funds.
- d. by raising loans, if necessary subject to such terms and approval conditions as the associations, with the approval of the Competent Authority may determine in his behalf.

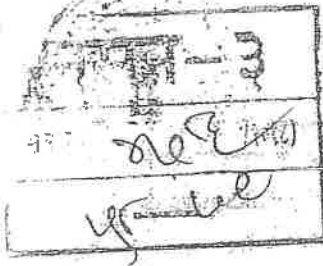
46. INVESTMENT :

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 any other Schedule Bank decided by the meeting.
- b. In any of the securities specified in Section 20 of Indian Trusts Act 1982.
- c. In any Co-Op Bank other than those referred to clause (a) of this By-laws or in any banking company approved for this purpose by the association.

47. AFFILIATION :

Should there be any Federation of Apartment Owners the locality in which the RAJASHREE OYSTER 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.



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48. ACCOUNTS :

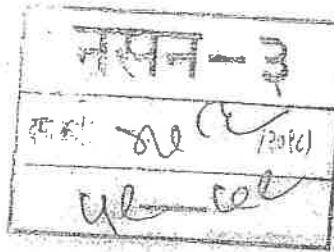
1. A Banking account shall be opened by the association into which all moneys received on behalf of the association shall be paid, provided that the Secretary, may retain in his personal custody an amount not exceeding Rs. 100/- for petty expenses. All payment above Rs. 100/- shall be made by Cheque 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 be or received for his share in receipts of profits from common arrears 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 his 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 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 loanes. The financial statement shall state upto what date profits and expenses of common area 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.

50. 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 accounts relating there to and shall either sign the same as found by him to be correct duly vouched and in accordance with law, or specially report to the association in what respect he finds



it is incorrect, unvouched or not in accordance with law.

51. 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 a special report to the association upon any matter connected with the accounts which appears to him to require notice.

CHAPTER VIII

MORTGAGES

52. NOTICE TO ASSOCIATION :

An owner who mortgages his units shall notify the association through the Manager, if any of the President of 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 "Mortgages of Units".

53. NOTICE TO UNPAID ASSESSMENTS :

The association shall at the request of mortgagee of a unit report and 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 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 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 authorised by the association in that behalf.

CHAPTER X

AMENDMENT TO PLAN OF APARTMENT OWNERSHIP

56. These By-laws may be amended by the association in duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75 percent of the total value of all unit holders in the RAJASHREE OYSTER Condominium as shown in the declaration.

नरम-३
क्र.सं. ४२ (१०९६)
६०-२२



- माहिती / समज -

मी/आम्ही खाली सही करणार मा. नोंदणी महानिरीक्षक म. रा. पुणे यांचे दिनांक 30 / 11 / 2013 रोजीचे परिपत्रकांनुसार असे घोषित करतो की, नोंदणीसाठी सादर केलेल्या दस्तऐवजातील मिळकत ही फसवणुकीद्वारे अथवा दुबारा विक्री होत नाही याचा आम्ही अभिलेख जोध घेतलेला आहे. दस्तावील लिहून देणार / कुलमुखत्यारधारक हे खरे असून आम्ही स्वतः खात्री करून या दस्तासोबत दोन प्रत्यक्ष ओळखणारे इसम स्वाक्षरीसाठी घेऊन आले आहेत.

सदर नोंदणीचा दस्तऐवज निष्पादित करतांना नोंदणी प्रक्रियेनुसार आमच्या जबाबदारीने मी / आमही दस्तातील मिळकतीचे मालक / वारस हक्कदार / कब्जेदार / हिसंबंधीत व्यक्ती यांची मालकी (Title) तसेच मिळकतीचे मालकाने नेमून दिलेल्या कुलमुखत्यारधारक (G.P. Holder) लिहून देणार हे ह्यात आहेत व उक्त मुखत्यारपत्र अद्यापही अस्तित्वात आहे व आजपावेतो रद्द झालेले नाही याची मी / आम्ही खात्री देत आहोत. तसेच सदरची मिळकत शासन मालकीची नाही व मिळकतीतील इतर हक्क, कर्ज, बँक बोजे, विकसन बोजे, व कुलमुखत्यारधारकांनी केलेले व्यवहाराच्या अधीन राहून आमचा आर्थिक व्यवहार पूर्ण करून साक्षीदार समक्ष निष्पादित केलेला आहे.

सादर दस्तऐवज हा नोंदणी कायदा 1908 अंतर्गत असलेल्या तरतुदीनुसारच नोंदणेस दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता, कोर्ट मनाई हुकूम, कोर्ट दावा या कायदेशीर बाबींसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

या दस्तासोबत नोंदणी प्रक्रियेमध्ये जोडण्यात आलेली पुरक कागदपत्रे ही खरी आहेत व मिळकतीच्या हस्तांतरणाबाबत कोणत्याही संक्षम अधिकारी / मा. न्यायालय / मा. उच्च न्यायालय यांचा मनाई हुकूम नाही तसेच महाराष्ट्र नोंदणी नियम 1961 चे नियम 44 नुसार बाधित होत नाही याची मी / आम्ही खात्री देत आहोत.

नोंदणी नियम 1961 चे नियम 44 व वेळेवेळी न्यायालयाचे / उच्च न्यायालयाने दिलेल्या निर्णयानुसार दस्तऐवजांमधील मिळकतीचे मालक / कुलमुखत्यारधारक यांनी मालकी व दस्तऐवजांची वैधता तपासणे ही नोंदणी अधिकारी यांची जबाबदारी नाही, याची आम्हांस पूर्णपणे जाणीव आहे.

स्थावर मिळकतीविषयी सध्या होत असलेली फसवणूक / बनावटीकरण / संगनमत व त्या अनुषंगाने पोलिस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजातील मिळकतीविषयी होऊ नये म्हणून नोंदणी अधिनियम 1908 चे कलम 82 नुसार मी / आम्ही नोंदवेण्यात आलेल्या व्यवहारास कायदानुसार मुद्रांक शुल्क किंवा नोंदणी फी कमी लातली / बुडविली गेली असल्यास अथवा नोंदणी अधिनियम 1908 चे कलम 82 नुसार कोणत्याही प्रकारचा कायदेशीर प्रकरन उद्भवल्यास त्यास मी / आम्ही व दस्तऐवजातील सर्व निष्पादक जबाबदार रहाणार आहोत. याची आम्हाला पुणे कल्पना आहे.

त्यामुळे मी / आम्ही नोंदणी प्रक्रियेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही. जर भविष्यात कायदानुसार कोणताही गुन्हा घडल्यास मी / आम्ही नोंदणी अधिनियम 1908 चे कलम 82 व भारतीय दंड संहिता 1860 मधील नमुद अगलेल्या 7 वर्षांच्या शिक्षेस पत्र राहणार आहोत याची मला / आम्हाला पूर्णपणे जाणीव आहे. त्यामुळे हे घोषणापत्र / शपथपत्र दस्ताचा भाग म्हणून जोडत आहोत.

लिहून देणार

लिहून घेणार

नमून-३
दस्तावेज क्र. (२०६६/१०११)
६१-८८



- घोषणापत्र -

मी राजश्री कन्स्ट्रक्शन भागीदारी संस्था तर्फे भागीदार श्री. उदय रमेश कोठावडे याद्वारे घोषित करतो की, दुय्यम निबंधक नाशिक यांचे कार्यालयात घोषणापत्र या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री. सुरेश नंदुराम महस्ते चे इतर यांनी दिनांक 08/02/2011 रोजी आम्हांला मे. दुय्यम निबंधक साहेब नाशिक -2 यांचे कार्यालयात अनुक्रमांक 1767 नुसार नोंदवून दिलेल्या मुखत्यारपत्राच्या आधारे मी सदर दस्त नोंदणीस सादर केला आहे. / निष्पादीत करून कबुली जबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्ती पैकी कोणीही मयत झालेले नाही किंवा अन्य कोणात्याही कारणामुळे कुलमुखत्यार पत्र रद्द बातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पुर्णपणे वैध असून उपरोक्त कृती करण्यास आम्ही पुर्णतः सक्षम आहो. सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम 1908 चे कलम 82 अन्वये शिक्षेस आम्ही पात्र राहू याची आम्हांला जाणीव आहे.

कुलमुखत्यार पत्र धारकाचे नांव व सही

(हस्ताक्षर)

राजश्री कन्स्ट्रक्शन भागीदारी संस्था

तर्फे भागीदार श्री. उदय रमेश कोठावडे