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पावती

Original/Duplicate

Thursday, August 26, 2021

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3:33 PM

Regn.:39M

पावती क्र. : 9514 दिनांक: 26/08/2021

गावाचे नाव: नाशिक राहुर - ४

दस्तावेजाचा अनुक्रमांक: लयात2-7025-2021

दस्तावेजाचा प्रकार: विक्रीदस्तावेज

सादर करणाऱ्याचे नाव: जिकम डेव्हलपर्स वई भारीदार हसनसुख बालुभाई बोवानी

नौदरी फी

₹. 100.00

दस्त हाताळणी फी

₹. 1080.00

पृष्ठांची संख्या: 54

एकूण:

₹. 1180.00

जापनाम मूळ दस्त, संवत्सरे रिट, पुणे-२ अंदाजे

3:46 PM ह्या वेळेस मिळेल.

Joint Sub Registrar Nashik 2

बालास मुल्य: ₹. 1/-

सोबयना ₹. 1/-

घरवेले मुद्रांक शुल्क: ₹. 100/-

तह.दुय्यम निबंधक वर्ग-२
नाशिक-२.

1) देवताचा प्रकार: DHC रकम: ₹.1080/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 2008202104946 दिनांक: 20/08/2021

देकचे नाव व रक्क:

2) देवताचा प्रकार: eChellan रकम: ₹.100/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH005166080202122E दिनांक: 20/08/2021

देकचे नाव व रक्क:

दस्त परत मिळाला

Scanning
Clear

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Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2008202104943	Date 20/08/2021
Received from Shivam Devhalapara Tarphie Bhagider Hasamukh Kalubhai Jogani, Mobile number 9881103757, an amount of Rs. 1080/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Nashik 2 of the District Nashik.	
Payment Details	
Bank Name BKL	Date 20/08/2021
Bank CIN 10004152021682004244	REF No. 2708067644
This is computer generated receipt, hence no signature is required.	

Stamp Rs. 100/-

Reg. Fee Rs. 100/-

DECLARATION

THIS DECLARATION under the provisions of Maharashtra Apartment Ownership Act, 1970, is made and executed at Nashik Road on this 20TH Day of month of August in the Christian Year Two Thousand Twenty One by the Owners of the land as under.

...2/-

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BY

Shivam Developers

PAN - ABZF55790H

Through its Partner

Shri. Hasmukh Kalubhai Jogani

Age : 43 Years, Occupation : Business

R/o. 2, Aishwarya Vihar, Bandawane Nagar,

Kamatwada, Ambad, Nashik

Here in after referred to as the "GRANTOR"

(Which expression shall unless it be repugnant to the context or meaning there of, mean and include the said partners and their heirs, legal representatives, executors)

Who are fully empowered and qualified to execute this Deed.

DO HEREBY STATE AND DECLARE AS FOLLOWS

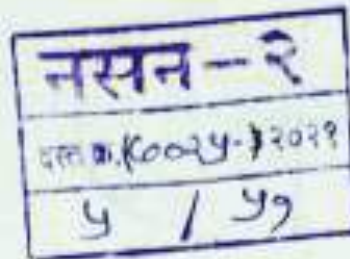
- (1) The Grantor own the following land :-

Description of Property :-

All that piece and parcel of land bearing N.A. Plot No. 20 To 25, area admeasuring 684.00 Sq. Mtrs., from and out of the approved layout plan of Revenue Survey No. 906/3/2/906/4/5 situated at Village : Nashik Shahar - 4, within the local limits of Nashik Municipal Corporation and Registration & Sub Registration Dist. Nashik and which is bounded as under :-

- | | | |
|---------------------|---|---|
| On Or Towards East | : | Plot No. 26 To 31 |
| On Or Towards West | : | 18.00 Mtrs. Wide D.P. Road |
| On Or Towards South | : | Adj. property of Nashik Municipal Corporation |
| On Or Towards North | : | Plot No. 19 |

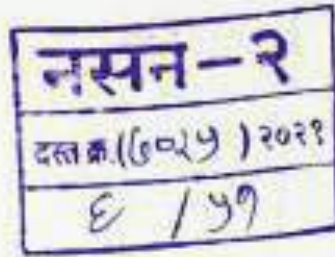
All the said plot property together with existing rights of Easement, Access, Ways, Common Roads, open spaces with right of ownership.



(2) Grantor / Shivam Developers Through its Partner Shri. Hasmukh Kalubhai Jogani is the absolute & exclusive owner of the property i.e. the land bearing N.A. Plot No. 20 To 25, area admeasuring 684.00 Sq. Mtrs., from and out of the approved layout plan of Revenue Survey No. 906/3/2/906/4/5 situated at Village : Nashik Shahar - 4, Tal. & Dist. Nashik, which is more particularly described in Para No. 1 here above written and hereinafter referred to as "THE SAID PROPERTY"

That the said property is purchased by the Grantor from M/s. Kalyani Builders Through its Partner Shri. Shriram Jagannath Dhamane & other under Registered Sale Deed on 4/6/2015. The said Sale Deed is duly registered at the office of The Joint Sub Registrar Class 2 Nashik 2 at Sr. No. 4268 Dt. 4/6/2015 and the name of the Grantor is recorded in the record of rights as per Mutation Entry No. 97613. Thus Grantor has acquired right, title, ownership, possession in respect of the said property and have every right & authority to deal and dispose off the said property as per his own wish.

(3) The Grantor has constructed the Commercial Apartment known as K K PLAZA APARTMENT on the said plot property. The said property is from the approved layout which is approved and sanctioned by Assistant Director of Town Planning Nashik Municipal Corporation vide their Letter No. Outward No./Nagarrachna Vibhag/Final/CD/B3/30 Dt. 24/9/2010. The said property is converted in Non Agricultural Use as per the Order of Collector of Nashik as per their Order No. Maha/Kaksha-3/N.A.L.No./4/296/2009 Dt. 22/3/2010.



The Grantor has prepared the building plan for Commercial purpose by his Architect and has obtained the Building Permission i.e. Commencement Certificate from Nashik Municipal Corporation vide their letter LND/BP/Nashik/DCR/1081/2019 Dated 21/5/2019. Accordingly Construction work has been completed as per approved building plan & Nashik Municipal Corporation have issued Completion Certificate as per their letter Outward No./LND/OC/Nashik/DCR/0219/2021 Dt. 8/7/2021. The Grantor have registered the project under the provisions of the Real Estate (Regulation And Redevelopment) Act, 2016 with the Real Estate Regulatory Authority by Application No. P51600022203 on 5/9/2019.

The Postal Address of the Apartment is as under :

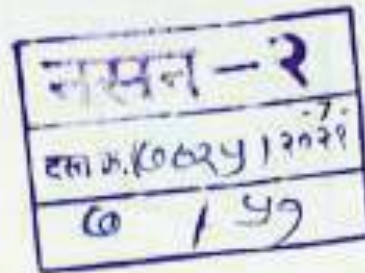
K K PLAZA APARTMENT

Village : Nashik Shahar - 4,

Nagare Mala, Krushnai Nagar,

Near Vishwa Height, Nashik

(4) That the said constructed **K K PLAZA APARTMENT** consists of Basement Parking, Ground, First & Second Floor for the use and occupation for Commercial Purpose as per the sanctioned plan. All are capable of individual utilization having own exit to a common area and facility of the said Apartment. The Commercial Units of the apartment will be sold to one or more owners each obtaining a particular and exclusive property right there to and each apartment unit constituting a heritable and transferable immovable property within the meaning of any law for the time being in force in State (Here in



The Shop No. 10, area admeasuring 31.28 Sq. Mtrs. Carpet on First Floor comprising of 1 rolling shutter and electricity fitting partition wall between the shop.

The Shop No. 11, area admeasuring 31.28 Sq. Mtrs. Carpet on First Floor comprising of 1 rolling shutter and electricity fitting partition wall between the shop.

The Shop No. 12, area admeasuring 35.56 Sq. Mtrs. Carpet on First Floor comprising of 1 rolling shutter and electricity fitting partition wall between the shop.

The Shop No. 13, area admeasuring 35.56 Sq. Mtrs. Carpet on First Floor comprising of 1 rolling shutter and electricity fitting partition wall between the shop.

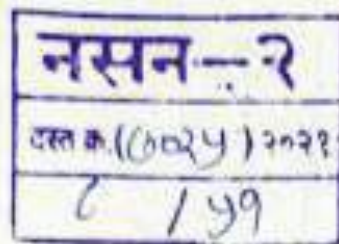
The Shop No. 14, area admeasuring 31.28 Sq. Mtrs. Carpet on First Floor comprising of 1 rolling shutter and electricity fitting partition wall between the shop.

The Shop No. 15, area admeasuring 31.28 Sq. Mtrs. Carpet on First Floor comprising of 1 rolling shutter and electricity fitting partition wall between the shop.

The Shop No. 16, area admeasuring 31.31 Sq. Mtrs. Carpet on First Floor comprising of 1 rolling shutter and electricity fitting partition wall between the shop.

SECOND FLOOR

The Shop No. 17, area admeasuring 31.31 Sq. Mtrs. Carpet on Second Floor comprising of 1 rolling shutter and electricity fitting partition wall between the shop.



The Shop No. 18, area admeasuring 31.28 Sq. Mtrs. Carpet on Second Floor comprising of 1 rolling shutter and electricity fitting partition wall between the shop.

The Shop No. 19, area admeasuring 31.28 Sq. Mtrs. Carpet on Second Floor comprising of 1 rolling shutter and electricity fitting partition wall between the shop.

The Shop No. 20, area admeasuring 35.56 Sq. Mtrs. Carpet on Second Floor comprising of 1 rolling shutter and electricity fitting partition wall between the shop.

The Shop No. 21, area admeasuring 35.56 Sq. Mtrs. Carpet on Second Floor comprising of 1 rolling shutter and electricity fitting partition wall between the shop.

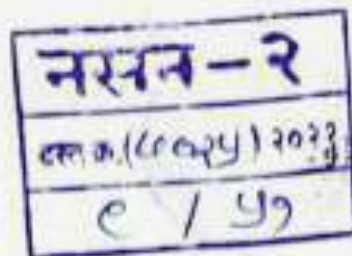
The Shop No. 22, area admeasuring 31.28 Sq. Mtrs. Carpet on Second Floor comprising of 1 rolling shutter and electricity fitting partition wall between the shop.

The Shop No. 23, area admeasuring 31.28 Sq. Mtrs. Carpet on Second Floor comprising of 1 rolling shutter and electricity fitting partition wall between the shop.

The Shop No. 24, area admeasuring 31.31 Sq. Mtrs. Carpet on Second Floor comprising of 1 rolling shutter and electricity fitting partition wall between the shop.

(ii) The Common Areas And Facilities :-

1. The piece and parcel of the land i.e. Plot described in the first para of this Declaration.



2. The Ground floor as shown in the plan with Side Margin, Open Space.
3. Staircase, which leads from ground floor to the roof of the building.
4. Water tank located on the roof of the building & Borewell with pump for common use.
5. Plumbing net work, wiring, through out the Building.
6. Electric wiring net work through out the Building.
7. Necessary light in the passage.
8. The foundation and main walls, columns, beams and roofs of the Building as described in the Plan which form a part of this Declaration.
9. General all apparatus and installation existing for common use.
10. A corridor extending from Lobby to stairways.
11. Common Parking place provided on Basement Floor.
12. The Grantor shall have exclusive right of additional structure or addition as per additional F.S.I. Granted to the building by NMC. Grantor shall be entitled to dispose of the same.
13. The terrace of top floor of the building including the parapet wall shall be the property of Grantor. The Grantor shall be entitled to use the parapet wall and terrace of building for any purpose granted by NMC or any other authority.

(7) (A) That the right, title and interest of each Commercial Units owner in the general common area listed 1 to 13 above

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and their proportionate share in the profit and common expenses in the said general common areas and facilities as well as proportionate representation for voting purpose in the meeting of the Association of Apartment owners of **K K PLAZA APARTMENT** is based on the proportionate value of the each Commercial Units to the total carpet area of all units of the building being **782.75 Sq. Mtrs.** Carpet is as under :-

Commercial Unit No.	Carpet Area in Sq. Mtrs.	Percentage of Voting
1	37.54	4.80
2	31.28	4.00
3	31.28	4.00
4	35.56	4.54
5	35.56	4.54
6	31.28	4.00
7	31.28	4.00
8	31.28	4.00
9	31.28	4.00
10	31.28	4.00
11	31.28	4.00
12	35.56	4.54
13	35.56	4.54
14	31.28	4.00
15	31.28	4.00
16	31.31	4.00
17	31.31	4.00
18	31.28	4.00
19	31.28	4.00
20	35.56	4.54
21	35.56	4.54
22	31.28	4.00
23	31.28	4.00
24	31.31	4.00
Total	782.75	100.00

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(B) That the right, title and interest of each owner of a Commercial Units located in the building in the restricted common areas and facilities if any in the respective floor and listed under letter, and their proportionate representation of voting purposes with respect to the said restricted common areas and facilities in the meeting of the Association of Apartment Owners of K K PLAZA APARTMENT and their proportionate share in the profit and common expenses in the said restricted areas and facilities is based on the proportionate value of each Commercial Units.

(C) The proportionate representation for voting Purposes provided as here in above may be limited in accordance with the provisions of the bye laws attested here to this Declaration.

(D) Apartment / Apartments and the percentage of undivided interest in the common areas and facilities appertaining to the apartment are not encumbered in any manner whatsoever on the date of this Declaration.

(8) That the administration of K K PLAZA APARTMENT consisting as aforesaid of the building and parcel of the land described in para. First of this Deed shall be in accordance with the provisions of bye laws which are made a part of this deed and are attached hereto with the Declaration.

(9) That as appears above plan of Apartment Ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act, 1970. As that the

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Commercial Units may be conveyed and registered as individual properties capable of Independent use on account of each having its own exit to a common area and facility of the Building. Each Commercial Units owned having an exclusive and particular right, title and Interest over his respective Commercial Units and in addition to the specified undivided interest in the common areas and facilities and or restricted common areas and facilities, if any.

(10) That for the purpose of Stamp Duty and Registration Fees To be imposed on the Registration of this Deed of Declaration in the Register of Declaration and Deeds of Apartment under Section 13 (5) the Value of the **K K PLAZA APARTMENT** is distributed as follows :-

(A) Piece of land i.e. Plot described in para. First here of and the Building has been estimated valued at Rs. 1,90,00,000/- (Rupees One Crore Ninety Lakhs only) approximately.

(11) That, so long as the Grantor owns one or more Commercial Units, the Grantor shall be subject to the provisions of this Deed and Grantor covenants to take no action which will adversely affect the right of Association of Apartment owners with respect to assurance against latest defects in the Building or other right assigned to the Association by reason of the establishment of the **K K PLAZA APARTMENT**.

(12) That the General and / or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

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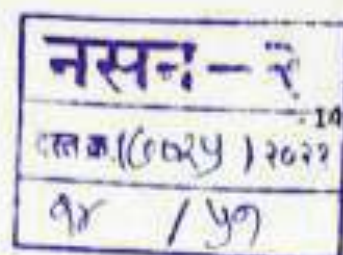


(13) That the percentage of the undivided interest in the general and / or restricted common areas and facilities establishing here in shall not be changed except with unanimous consent of all the apartment owners expressed in Amendment to this Deed duly registered.

(14) That the undivided interest in the General and / or Restricted common areas And facilities shall not be separated from the Commercial Units 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.

(15) That each apartment owner shall comply with the provisions of this deed, the bye laws, decisions and resolutions of association of Apartment owners of its representative and failure to comply with any such provisions, decisions or resolution shall be ground for an action to recover sums dues for damages or for injunctive relief.

(16) That the deduction of the property to the plan of the apartment ownership here in shall not be revoked or the property removed from the plan of the apartment ownership or any of the provisions here in amended unless all 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.



(17) That no apartment owner of a Commercial Units may exempt himself from liability of his contribution towards the common expenses by waiver of the use of enjoyment of any of the general and or restricted common areas and facilities or by the abandonment of him Commercial Units.

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

(19) That all the 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 deed and that the mere acquisition or rental or any of the Commercial Units of the building or mere act of occupancy of any of the said units shall signify that the provisions of this deed are accepted and satisfied. The respective Commercial Units shall not be rented or given on leave and licence or care taken basis by the Apartment owners there of for transient or hoted purpose which shall be defined as (a) Rental compensation or compensations for any period less than thirty days or (b) any rental or if the occupant of the Commercial Units are provided hoted or bearing or foregoing obligations, the apartment owner shall have absolute right to lease such

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unit or give it on leave and licence or care taken basis is made subject to the conditions and restrictions contained in this declaration and further subject to the bye laws attached hereto.

(20) 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 provided by the Maharashtra Apartment Ownership Act. 1970.

(21) That, where a Commercial Units is sold by a mortgagees in exercise of his powers of the Sale under an English Mortgage or by a court in execution of a Decree in a suit brought by a mortgagee against the owner of such Commercial Units, then neither the mortgagee nor the Purchaser who derives title to the Commercial Units as such sale or his successors or assigns shall be liable for assessment by the Association of apartment owners, against the later for his share of the common expenses up to the time of the grant or conveyance without prejudice to the Grantees right to recover from the Grantor the amounts paid by the Grantee, therefore, However, any such Grantee shall be entitled to a statement from the Manager or Board Managers of the Association, as the case may be setting forth the amount of the unpaid assessment against the Grantor due to the Association and such Grantee shall not be liable for nor shall the Commercial Units conveyed be subject to the charge for, any unpaid assessment made by association of apartment owners against the Grantor in excess of the amount there in and set forth.

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(22) That the Manager of Board Or Managers of Association shall obtain to continue in effect the property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering Commercial Units but prejudicial to the right of the owner of a Commercial Units to obtain Individual Unit Insurance.

(23) That, insurance premium for any blanket insurance coverage shall be a common expenses to be paid by month assessment levied by the Association of Apartment owners and that such payment shall be held in a separate account of the association and used solely for the payment of the blanket property insurance premium as such premium become due.

(24) That all the Commercial Units which are unsold, if any, as on this date, then the bye laws shall / are signed by the Grantor.

SIGNED, SEALED AND
DELIVERED BY THE GRANTOR
Shivam Developers Through its Partner
Shri. Hasmukh Kalubhai Jogani

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(Signature)

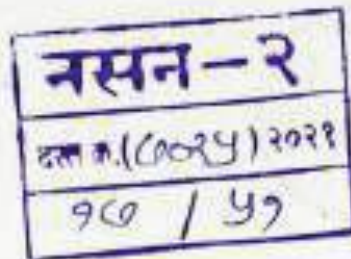


WITNESSES :-

1. *(Signature)*

2. *(Signature)*





BYE LAWS OF K K PLAZA APARTMENT

(1) SHORT TITLE AND APPLICATION

i/- These bye-laws may be called the bye-laws of the K K PLAZA APARTMENT.

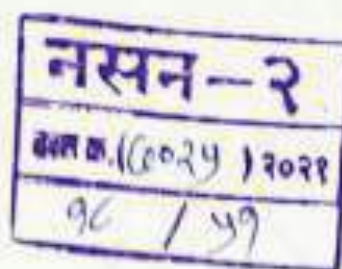
ii/- The provisions of these bye-laws apply to the K K PLAZA APARTMENT.

All the 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.

The mere acquisition or rental or taking license of the Commercial Units, here in after referred as 'UNITS' of the building or mere act of a occupancy of any of the said units will signify that these bye laws are accepted rectified and will be complied with.

(2) DEFINATIONS

- i) 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 apartment owners constituted by such owners for the purpose of K K PLAZA APARTMENT.
- c) Board means as Board of Managers consisting of four persons, all of shall be owners of Apartment in K K PLAZA APARTMENT.



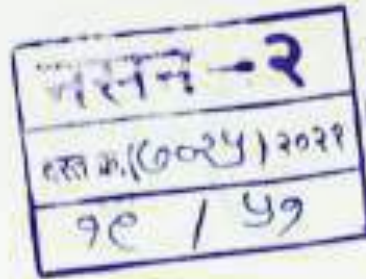
- d) Building means the Building located at Village : Nashik Shahar - 4 and known K K PLAZA APARTMENT and includes the land forming part thereof.
- e) Declaration means the Declaration which sole owner Or the building or all the owners of the building or all the owners of the buildings have executed and registered as provided in Section No. 2.
- f) Majority of Owner means those owners holding 51% of the votes in accordance with the percentage assigned in the declaration.
- g) Owner or apartment Owner means the person owing an Apartment in the K K PLAZA APARTMENT.
- h) Section means a Section of the Act.
- i) Unit means a Commercial Units in the K K PLAZA APARTMENT.
- j) Registrar means Registrar of Co-operative Societies.
- k) Words and expression unused in their bye laws but not defined therein shall have the meaning respectively assigned to them in the Act.

(3) **APARTMENT OWNERSHIP**

The building located on N.A. Plot No. 20 To 25, area admeasuring 684.00 Sq. Mtrs., from and out of the approved layout plan of Revenue Survey No. 906/3/2/906/4/5 situated at Village : Nashik Shahar - 4, Dist. Nashik, known as K K PLAZA APARTMENT is submitted to the provisions of the Act.

(4) **OBJECT OF ASSOCIATION**

- i) The Objects of the Association shall be :-



- a) To be and to act as Association of Apartment owners of the Building called as **K K PLAZA APARTMENT** situated at **Nashik Shahar - 4** here in called the Building who have filed their respective Declaration submitting their respective declaration submitting their Apartments to the provisions of the Act.
- b) To invest or deposit monies.
- c) To provide for maintenance, repairs, and replacement of the common areas and facilities by completion from the apartment owners and if necessary by raising loans for that purposes.
- d) To retain and rent or license if possible suitable portions or the common areas to Unit holders and to distribute the common profit left after deducting the common profit left after deducting the common expenses amongst the apartment owners as common profit or accumulate the same for building up a Reserve Fund.
- e) To provide for and to all or any of the matters provided in Sub Section No. 2 of Section No. 16.
- f) To advance with the consent of apartment owners any short term loans to any apartment owners in case of emergent necessity, and provide for the repayment thereof in lump sum or in instalments.
- g) To establish or carry on its own account or jointly with individuals or institutions, educational physical, social and recreative activities for the benefit of the Apartment Owners.
- h) To frame rules with the Approval of the general Meeting of the Association And after consulting the Competent

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authority and may establish a Provident Fund and Gratuity Fund if necessary for the benefit of the employees of the Association.

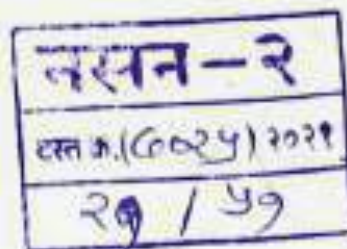
i) To do all things necessary or and otherwise provide for their welfare expedient for the attainment of the objects specified in these bye laws. The Association shall not act beyond the scope of its objects without duly amending the provisions of these bye laws for the purposes.

(5) MEMBERS OF ASSOCIATION

i/- All the persons who have purchased apartment in the K K PLAZA APARTMENT and executed respective declaration under Sec 5 submitting their apartment to provisions of the Act shall automatically be the members of the Association and shall pay the sum of One Hundred 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.

ii/- Upon any apartment owner selling his apartment or absolutely conveying the same by way of Gift under the Will or otherwise, the Purchaser or the Donee shall automatically become a member on payment of the entrance fee of One Hundred Rupees. The share held by an apartment owner shall be transferred to the name of such Purchaser or donee on payment of One Hundred Rupees to Association.

iii/- On the Death of an Apartment Owner, his apartment shall Be transferred to the person to whom he bequeaths the



same by his Will or to the Legal Representatives of his estate, in case he has not made any specific bequeath of the Apartment the name of the legatee or the name of the representatives jointly shall be entered in the register of Apartment owners maintained by the Secretary for the purposes of administration of the **K K PLAZA APARTMENT** as apartment owner or joint apartment owners. Where any legatee is minor the apartment owner shall be entitled to appoint a Guardian of such Minor.

(6) JOINT MEMBER APARTMENT OWNERS

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 joint names, but the person whose name stands first in their joint names, on the share certificate shall alone 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 share jointly.

(8) DISQUALIFICATION

No Apartment owner shall be entitled to vote on the questions of the election of Members of the Board, Except as otherwise provided, Resolutions of the Association Shall require approval by a Majority of owners casting votes in persons.

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CHAPTER – II

VOTING, QUORUM AND PROXIES

(9) VOTING

Voting shall be on a percentage basis and the percentage of the vote of which the owner is entitled is the percentage assigned to the Commercial Units or Units in the Declaration or on the basis of his contribution of money towards unit.

(10) QUORUM

Except as otherwise provided in these bye laws, the presence on person of a majority of owners shall constitute the quorum.

(11) VOTE & DUTIES OF ASSOCIATION

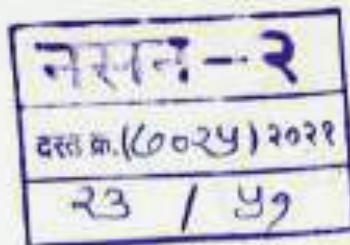
Vote shall be cast in person.

CHAPTER – III

ADMINISTRATION

(12) POWER AND DUTIES OF ASSOCIATION

The Association will have the responsibility of administering the **K K PLAZA APARTMENT** approving the Annual Budget establishing and collecting monthly assessment and arranging for the management of the **K K PLAZA APARTMENT** in an efficient manner. Except as otherwise provided, Resolutions of the Association Shall require approval by a Majority of owners casting votes in persons.



(13) PLACE OF MEETING

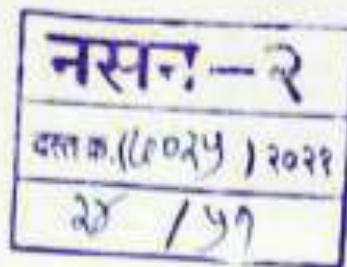
Meeting of the Association shall be held at suitable place convenient to the owners as may from time to time be designated by the Association.

(14) ANNUAL MEETING

The First Annual Meeting of the Association shall be held on 1st April, 2022. Thereafter, the Annual Meetings of the Association shall be held on as far as possible on the 1st April of the each Succeeding year. At such meeting there shall be elected by a Ballot of the Apartment Owners a Board in accordance with the requirements of bye laws. The owners may also transact such other sub-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 or upon a Petition signed by a Board, or upon a Petition signed by a Majority of the owners and having been presented to the Secretary, at the request of Housing Commissioner, or as the case may be, the Registrar or any office duly authorized by him in that behalf. The Notice of any Special Meeting shall state the time and place of such meeting and the purpose thereof. No other business except the consent of Four Fifths of the owners present in persons.



(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 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 Notice in the manner provided in this bye laws shall be considered Notice served. Notices of all meeting shall be mailed or sent to the concerned authority or Housing commissioner, or as the case may be the Registrar.

(17) ADJOURNED MEETING

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

(18) ORDER OF BUSINESS

The order of business at all meeting of 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 proceedings meetings.
- d) Reports of officers.
- e) Report of Housing Commissioner or the Registrar or of any the Officer duly authorized by them, if present.
- f) Report of Committees.