**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 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 and 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 the meeting shall be mailed or sent to the Housing Commissioner, or as the case may be, the Registrar.

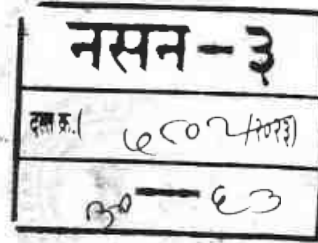
17) ADJOURNED MEETINGS:

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

18) ORDER OF BUSINESS:

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

- a) Roll call
- b) Proof of notice of meeting or waiver of notice
- c) Reading of minutes of preceding meeting.
- d) Report of Committees.
- e) Report of the Housing Commissioner or the Registrar or of the Officer duly authorized by them if present.
- f) Report of Committees .
- g) Election of Board of Managers.
- h) Unfinished Business, if any.
- l) 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) POWERS 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 & 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:

- a) Care, upkeep & surveillance of the '**BUSINESS GALAXY APARTMENT ' 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 '**BUSINESS GALAXY APARTMENT ' 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 is signed duly by one of the members of the Board authorized in this behalf.
- h) To hear 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 & TERM OF 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 two Managers 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 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 and there 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, given personally or by mail or telegraph, which notice shall state the time, place (as herein above 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.

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 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 for 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 shall be less than a quorum present, the majority of those present may adjourn the meeting, from time to time 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.

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 an association of One Hundred owners or less, the officers 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 :

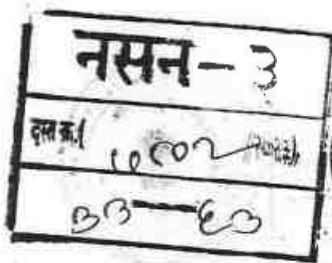
The vice-president shall take the place of the president and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the board shall appoint some other member of the Board so to act on an interim basis. The vice president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

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.

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 of the deposit of all moneys and other valuable effects in the name and to the credit and the association in such depositories 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 **'BUSINESS GALAXY APARTMENT ' CONDOMINIUM**, which may include an insurance premium for a policy to cover repair work and reconstruction work in case of hurricane, fire, and earthquake or other hazard or calamity. The assessments 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.

40) MAINTENANCE AND REPAIR:

- 1) Every owner must perform promptly, all maintenance repair work within his own unit, which if omitted would affect the **'BUSINESS GALAXY APARTMENT ' CONDOMINIUM** in entirety or in part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.
- 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 repairing or replacing any common areas & facility damaged through his fault.

41) USE OF COMMERCIAL UNITS-INTERNAL CHANGES :

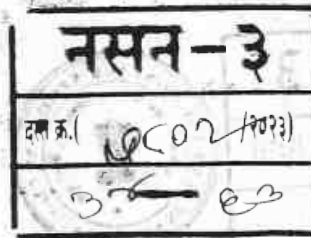
- 1) All units (except units on the Ground floor, shop premises) shall be utilized for residential purposes only)
- 2) An owner shall not make any structural modifications or alterations in his unit or installation located therein without previously notifying the association in writing, through the President of 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.

42) 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 areas of **'BUSINESS GALAXY APARTMENT ' 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 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 representative 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.

44) **RULES OF CONDUCT :**

- 1) No resident of the 'BUSINESS GALAXY 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 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 'BUSINESS GALAXY APARTMENT ' CONDOMINIUM.
- 4) It is prohibited to dust 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 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 'BUSINESS GALAXY APARTMENT ' CONDOMINIUM or that ported through the walls or the roof of that condominium except as authorized by the Association.

CHAPTER - VII
FUNDS AND THEIR INVESTMENTS

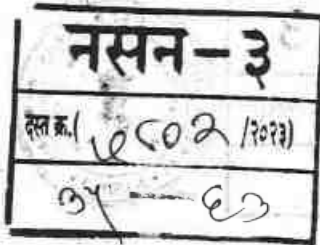
45) **FUNDS :**

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 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.

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 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 1882.
- 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.

47) **AFFILIATION :**

Should there be any Federation of Apartment Owners in the locality in which the '**BUSINESS GALAXY 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 :**

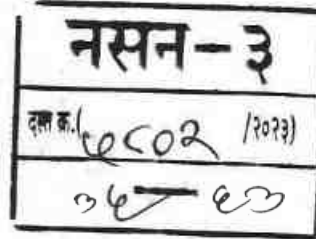
- 1) A banking account shall be opened by the association into which all moneys received on behalf of the association shall be paid, provided that the Secretary, may retain in his personal custody an amount not exceeding RS. 100/- for petty expenses. All payment above RS. 100/- shall be made by Cheque by the secretary and one member of the 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.

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



herein above 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 in accordance with law, or specially report to the association in what respect he finds it incorrect, unvoiced 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 especial 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 Manger, 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 " Mortgagées of Units".

53) **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

54) **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.

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 authorized by the association in that behalf.

CHAPTER X
AMENDMENT TO PLAN OF APARTMENT OWNERSHIP

56) **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 owners representing at least 75 percent of the total value of all units in the '**BUSINESS GALAXY APARTMENT** ' **CONDOMINIUM** as shown in the Declaration.

नस-३

दस्तावेज (२००२/२०२३)

घमणपात्र/शपथपत्र



मी/आम्ही खाली सही करणार मा. नोंदणी महानिरीक्षक महाराष्ट्र राज्य, पुणे यांचे दि. ३०/११/२०१३ रोजीचे परीपत्रकानुसार असे घोषित करतो की, नोंदणीसाठी सादर केलेल्या दस्तऐवजातील मिळकत हि फसवणुकीद्वारे अथवा दुबार विक्री होत नाही त्याबाबत याचा आम्ही अभिलेख शोध घेतलेला आहे. दस्तातील लिहून देणार/कुलमुखत्यारधारक हे खरे असून आम्ही स्वतः खात्री करून घेतलेली आहे.

सदर नोंदणीचा दस्तऐवज निष्पादीत करतांना नोंदणी प्रकीयेनुसार आमच्या जबाबदारीने मी/आम्ही दस्तातील मिळकतीचे मालक/वारस हक्कदार/कब्जेदार/हितसंबंधीत व्यक्ती यांची मालकी (Title) तसेच मिळकतीचे मालकाने नेमून दिलेल्या कुलमुखत्यारपत्र धारक (Power Of Attorney Holder) लिहून देणार हे हयात आहेत व उक्त मुखत्यारपत्र अद्यापही अस्तीत्वात 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, शासन बोजे व कुलमुखत्यारधारकांनी केलेल्या व्यवहाराच्या अधीन राहून आमचा आर्थिक व्यवहार पूर्ण करून साक्षीदार समक्ष निष्पादीत केलेला आहे.

सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणेत दाखल केलेला आहे. दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. दस्ताची सत्यता, वैधता, कोर्ट मनाई हुकुम, कोर्ट दावा या बाबींसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील.

या दस्तासोबत नोंदणी प्रकीयेमध्ये जोडण्यात आलेली पुरक कागदपत्रे ही खरी आहेत व मिळकतीच्या हस्तांतरणाबाबत कोणत्याही सक्षम अधिकारी/मा. न्यायालय/मा. उच्च न्यायालय यांचा मनाई हुकुम नाही. तसेच महाराष्ट्र नोंदणी नियम १९६१ चे नियम ४४ नुसार बाधीत होत नाही याची मी/आम्ही खात्री देत आहोत.

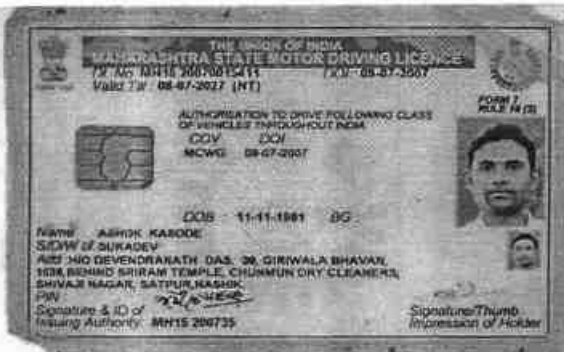
नोंदणी नियम १९६१ चे नियम ४४ व वेळोवेळी मा. न्यायालयाने/मा. उच्च न्यायालयाने दिलेल्या निर्णयानुसार दस्तऐवजामधील मिळकतीचे मालक/कुलमुखत्यारधारक यांनी मालकी व दस्तऐवजाची वैधता तपासणे ही नोंदणी अधिकारी यांची जबाबदारी नाही, याची आम्हास पूर्णपणे जाणीव आहे.

स्थावर मिळकतीविषयी सध्या होत असलेली फसवणुक/बनावटीकरण/संगनमत व त्या अनुषंगाने पोलिस स्टेशनमध्ये दाखल होत असलेले गुन्हे हे माझ्या दस्तऐवजातील मिळकतीविषयी होऊ नयेत म्हणून आम्ही दक्षता घेतलेली आहे. नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार मी/आम्ही नोंदविण्यात आलेल्या व्यवहारास कायदानुसार मुद्रांक शुल्क किंवा नोंदणी फी कमी लावली/बुडविली गेली असल्यास अथवा नोंदणी अधिनियम १९०८ चे कलम ८२ नुसार कोणत्याही प्रकारचा कायदेशीर प्रश्न उद्भवल्यास त्यास मी/आम्ही व दस्तऐवजातील सर्व निष्पादक जबाबदार राहणार आहोत याची आम्हाला पूर्ण कल्पना आहे.

त्यामुळे मी/आम्ही नोंदणी प्रकीयेमध्ये कोणत्याही प्रकारचा गुन्हा घडणारे कृत्य केलेले नाही. जर भविष्यात सदर प्रकरणी कायदानुसार कोणताही गुन्हा घडल्यास मी/आम्ही नोंदणी अधिनियम १९०८ चे कलम ८२ व भारतीय दंड संहिता १८६० मधील तरतुदीनुसार ७ वर्षांच्या शिक्षेस पात्र राहणार आहोत याची मला/आम्हाला पूर्णपणे जाणीव आहे. त्यामुळे हे घोषणापत्र/शपथपत्र दस्ताचा भाग म्हणून जोडत आहोत.

लिहून देणार...

लिहून घेणार...



नसन-३
दस्तावेज (९६०२/१११)
१७-६३



घोषणापत्र

आम्ही श्री. ...अजित... कोणीस... दंडा शेती व व्यापार, रा. नासिक या व्दारे घोषित करतो की, मा. दुय्यम निबंधक नासिक यांचे कार्यालयात Declaration of Apartment या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री. ...मनोज... शिंदे... निवास... यांनी दिनांक ..१७/१०/२०२२.. रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी सदर दस्त नोंदणीस हजर केला आहे. निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी सदर कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही. किंवा अन्य कोणत्याही कारणाने कुलमुखत्यारपत्र रद्दबादल ठरलेले नाही. सदरील कुलमुखत्यारपत्र पूर्णता वैध असुन उपरोक्त कृती करण्यास मी पूर्णता सक्षम आहे. सदरचे कथन चुकीचे आढळुन आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहील यांची मला जाणीव आहे.

Rajmani

दिनांक ०७/०८/२०२३

कुलमुखत्यारपत्रधारकाची नावे व सही