CHAPTER II
VOTING ,QUORUM AND PROXIES

9) Voting:

Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or units in the Declaration.

10) Quoram:

Except as otherwise provided in these bylaws, the presence in persons of a majority of owners shall constitute a Quorum.

11) Votes to be cast in person:

Votes shall be cast in person.

CHAPTER III
ADMINISTRATION

12) Powers and duties of Association:

The Association will have the responsibility of administering the "PADMSHRI RESIDENCY - IV" Condominium approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the Condominium in an efficient manner. Except as otherwise provided resolutions of the Association shall require approval by a majority of owerns, casting votes in persons.

13) Place of meetings:

Meetings 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 meetings:

The first annual meeting of the Association shall be held on or before 31 March . Thereafter, the annual meetings of the Association shall be held on each succeeding year. At such meetings there shall be elected by a ballot of the apartment owners a Board in accordance with the requirements of bylaw.

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 resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the Secretary of the Association at the request of the Housing commissioner or as the case may be,the registrar or any officer duly authorized by him in this behalf. The notice of any special meeting shall state the time and place of such meeting

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16) Notice of meetings:

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 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in these bylaws should be considered as notice served. Notices of all meetings shall be mailed or sent to the Housing Commissioner, or as the case my be, to the Registrar.For all purpose, the proof of sending of notice/ notices or mail on correct address shall be presumed as a proof of service or acknowledgment of notice.

17) Adjourned meetings:

If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present may adjourn the meeting to a time not less than forty-eight 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 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 officer.
(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
(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 and Duties of 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 by these bylaws directed to be exercised and done by the owners.

21) Other Duties:

In addition to duties imposed by these bylaws or by relolutions of the Association, the Board shall be reponsible for the following that is to say.

(a) Care, upkeep and surveillance of the "PADMSHRI RESIDENCY - IV" Condominium and the common areas and facilities.

(b) Collection of monthly assessment from the owners.

(c) Designation, employment, remuneration and employment and dismissal of the personnel necessary for the maintenance and operation of the "PADMSHRI RESIDENCY - IV" Condominium the common areas and facilities and the restricted common areas and facilities;

(d) To provide for the manner in which the audit and accounts 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 the all sums due to the Association;

(f) To sanction working expenses promptly and to sign daily by one of the members of the Board authorized in this behalf.

(g) To hear and deal with the complaint.

22) Manager:

The Board may employ for the Association a manager at a compenstion determined by the Board to perform such duties and services as the Board shall authorize including but not limited to the duties listed in buylaws 21.

23) Election and term of office:

At the first annual meeting of the Association, the term of office of manager/managers shall be fixed for three years. At the expiration of the initial term of office of each respective manager, his successor shall be elected to serve a term of three years.The manager shall hold office until their successors have been elected and hold their first meeting.(If a larger Board is contemplated, the terms of office 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 a 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.

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26) Managing Committee 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 Manager/ Managers at the meeting at which such Manager/ Managers were elected and no notice shall be necessary to the newly elected Manager/ Managers in order to legally constitute such meeting, provided a majority of the whole Board shall be present.

27) Regular meetings:

Regular meetings 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 at least two such meeting shall be held during each year. Notice of Regular Meetings of the Board shall be given to each Manager, personally or by mail, or telegraph, at least three days prior to the day named for such meetings.

28) 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)
or Secretary in like manner and on like notice in the written request of at least theree managers.

29) Waiver of notice:

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

30) Quorum:

All meetings of the Board, one third of the total strenght of Managers shall constitute a quorum for the transaction of business, and the acts of the Managers present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board, thereby less than a quorum present, the majority of those present may adjourn the meeting from time to time. 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 Association handling or reponsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

CHAPTER V
OFFICERS

32) Designation:

The principal officers of the Association 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 judgment may be necessary.

33) Election of officers:

The officers of the Association shall be elected annually by the Board at the organization meeting of each a 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 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 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 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 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 the Board.

37) Secretary:

The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association, he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform the entire duties incidental 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 book belonging to the Association. He shall be responsible the deposit of all moneys and other valuable effects in the neme and to the credit of the Association in such depositors as may from time to time be designated by the Board.

CHAPTER VI
OBLIGATION OF THE APARTMENT OWNERS

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39) **Assessments:**

All owners are obliged to pay monthly assessments of Rs.500/- or more imposed by the Association to meet all expenses relating to the "PADMSHRI RESIDENCY - IV" 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 of calamity. If required insurance premium will be separately charged, The assessments shall be made pro-rata according to the value of the unit owned, as stipulaged 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 perform promptly all maintenance and repair work within his own unit which if omitted would affect the "PADMSHRI RESIDENCY - IV" Condominium in entirety or an 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 are and shall be at the expense of the apartment owner concerned.

(3) An owner shall reimburse the Association for any expenditure incurred in reparing or replacing any common area and facility damaged through his fault.

41) **Use of family units - internal changes:**

(1) An owner shall not make nay 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 is no objection to the proposed modification, alternation or installation.

42) **Use of common areas and facilities:**

An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas of "PADMSHRI RESIDENCY - IV" 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 normal transit through them.

43) **Right to entry:**

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

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(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 structural, mechanical or electrical services provided, provided that written request for entry is 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 and without any request.

44) **Rule of conduct:**

(1) No resident of the"PADMSHRI RESIDENCY - IV" Condominium shall post any advertisement,or posters of any kind in or on the building, except as authorized by the landlords and if landlords sold all their rights in the property, then permission of association is required.

(2) Residents/Occupants/Owners of apartment/Unit shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, amplifiers or ther instrument or thing that may disturb others and shall not cause any nuisance to others. Residents/Occupants/Owners of apartment/Unit keeping domestic animals shall abide by the municipal sanitary bylaws or regulations.

(3) It is prohibited to hung garments, rugs,etc.,from the windows, balconies, or from any of the facades of the "PADMSHRI RESIDENCY - IV" Condominium.

(4) It is prohibited to dust, rugs, etc. from the windows, or to clean rugs,etc, by beating on 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 dustbin.

(6) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antennas, machines or air conditioning units,etc., on the exterior of the"PADMSHRI RESIDENCY - IV" Condominium or that protrude through the walls or the roof of that Condominium except as authorized by the Association.

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CHAPTER VIII
FUNDS AND THEIR INVESTMENTS

45) **Funds:**

Funds may be raise by the Association in all or any of the following ways, viz.

a) By shares;

b) By contributions and donations from the apartments owners;

c) From common profits which shall from 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 deem fit.

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46) Investment:

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

a) In the Central Cooperative Bank or in State Cooperative Bank or District Cooperative Bank or

b) In any of the securities as specified in section 20 of the Indian Trusts Act,1882,or

c) If any Nationalized, Cooperative or Private Bank other than those referred to in clause a).

d) 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 "PADMSHRI RESIDENCY - IV"Condominium is situate, the Association may, after consulting the competent authority, become a member there of and pay the sums from time to time payable to such Federation under the rules thereof.

48) Accountants:

[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 reatain in his personal custody an amount not exceeding Rs.500/- for petty expenses.All payment above Rs.500/- 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 or received for his share in respect of profits from common areas and contributions towards common expenses, and his share of assessment and other dues, if any, in respect of his apartment.

[3] The Association shall on or before 31st July in each year publish and get audited annual financial statement in repect of the com mon 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 Association, giving such particulars as will disclose the general nature of those 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 31st March 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.

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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 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 in accordance with law or specifically report to the accociation in what respect he finds it incorrect, unvoudhed 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 to 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 the mortgagee and the Association shall maintain such information in a book titled as "Mortgages of Units".

53) Notice of unpaid assessments:

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

CHAPTER IX

54) Compliance :

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

55) Seal of the Association:

The Association shall have 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 bahalf 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 bye-law:

These bye-laws may be amended by the Association in a dulyconstituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 60 percent, of the total value of all units in the "PADMSHRI RESIDENCY- IV" Condominium as shown in the Declaration.

IN WITNESS WHEREOF the Grantor hereto set out his hand on this Deed of Declaration on this 24 day of JAN 2019,at **DHULE.**



Witness

1)----------

2)----------





THE SEAL OF JOINT SUB-REGISTRAR CLASS-2 DHULE-1

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