

to 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 a time and place as shall be determined, from time to time, by a majority of the Managers but at least two such meetings shall be hold during each year. Notice of regular meeting 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 of 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 the manner and on like notice on the written request of at least three Managers.

[29] WAIVER OF NOTICE :

Before or any meeting of the Board any Manager, may in writing, waive of notice of such meeting and such waiver shall be demand equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be 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 required and any business may transacted at such meetings.

[30] QUORUM :

At all the Meetings of the Board one third of the total strength of the Managers, shall constitute a quorum for the transaction of the business, and the act 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 there be less than a quorum present may adjourn the meeting from time to time.



At any such adjourned meetings, any business which might have been transacted at the meeting as originally called may transacted without further notice provided there is quorum present.

[31] FIDELITY BONDS :

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

**CHAPTER-V
OFFICER**

[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 may appoint an Asst.. Treasurer and Asst. Secretary, such other officers as in their judgement may be necessary [in the case of an Association of 100 owners or less the offices of Treasurer and Secretary may be filled by the same person].

[33] ELECTION OF OFFICERS :

The Officers of the Association shall be elected annually by the Board of organisation meeting of each new board & 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, any 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



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 the president of an Association, including but not limited to the power to appoint committees from amongst the owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the Association.

[36] VICE PRESIDENT :

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

[37] SECRETARY :

The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of Association; he shall have charge of such books and papers as 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 account of all receipts and disbursements in books belonging to the Association. He shall responsible for the deposit of all moneys and other valuable effects in the name and to the other valuable effects in the name and to the credit, of the Association in such deposit Aries as may from time to time designated by the Board.

CHAPTER-VI

OBLIGATION OF THE APARTMENT OWNERS

[39] ASSESSMENTS :

All owners are obliged to pay monthly



assessments imposed by the Association to meet all expenses relating to the **SANIKA TOWER** Condominium which may include an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazards or calamities. The Assessments shall be made prorata according to the value of the unit owned as stipulated in the declaration, unit owned as stipulated in the declaration. Such assessments shall include monthly payments to a general operating reserve and a reserve funds for replacements.

[40] MAINTENANCE & REPAIRS

[1] Every owner must perform promptly, all maintenance and repair work with in his own units which if omitted would affect the **SANIKA TOWER** Condominium in entirely or in a part belonging to other owners being expressly responsible for the damages and liabilities that the failure to do so may endanger.

[2] All the repairs of internal installations of the unit such as water, light gas, powers, sewage, telephones, air-conditioners, sanitary installations, doors, windows, lamps and all other assessories belonging to the unit area shall be at expenses of the Apartment Owners concerned.

[3] An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common areas and facilities damaged through his fault.

[41] USE OF FAMILY UNITS : Internal changes :

[1] All units shall be utilised for residential purpose only.

[2] An owner shall not make any structural modifications or alterations in his unit, or installations located therein without previously notifying the Association in writing, through the president of the Board, if no Manager is employed. The Association shall have the obligation to owner within 30 days and failure



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to do so within the stipulated time shall modification, alteration or installation.

[42] USE OF COMMON AREAS & FACILITIES AND RESTRICTED COMMON AREAS AND FACILITIES

[1] An Owner shall not place or caused to be placed or caused to be placed or caused to be stairway, elevators and other areas of condominium and facilities of the 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.

[2] The **SANIKA TOWER** Condominium shall have elevators devoted to the transportation of the owners and their guests, owners and trades men are expressly required to utilise exclusively a freight or service elevator for transporting packages, merchandise or any other object that may effect the comfort or well-being or the passengers of the elevators dedicated to the transportation of owners, residents and guests.

[43] RIGHT OF ENTRY :

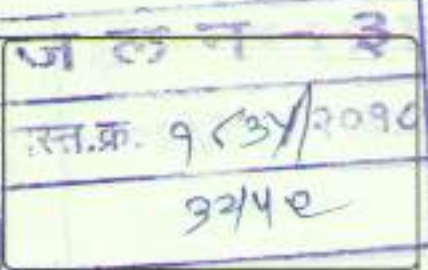
[1] An owner shall grant right of entry to the Manager or any other person authorised by the Board or the Association in case of an emergency originating in or threatening his unit whether the owner is present at the time or not.

[2] An Owner shall permit other owners or their representative so required to enter his unit for the purpose of performing installations, alterations, provided that or repairs to the mechanical or electrical services provided that request for entry are made in advance and that such entry at the time covenant to the owner. In case of an emergency, such a right of entry shall be immediate.

[44] RULES OF CONDUCT :

[1] No resident of **SANIKA TOWER** Condominium shall post any advertisement or posters of any kind or on the building except as authorised by the Association.





[2] Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions and amplifiers that may disturb others. Residents keeping domestic animals shall abide by the Municipal sanitary by way or regulations.

[3] It is prohibited to hang garments rugs, etc. from the windows, balconies or form of the facades of the **SANIKA TOWER** Condominium.

[4] It is prohibited to dust rugs etc. from the windows or to clean rugs etc. by beating on the exterior part of the said condominium.

[5] It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas. If such installations is not provided all garbage or trash shall be collect 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 **SANIKA TOWER** Condominium or that procure through the walls or for of the condominium except as authorised by 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] By from common profits which shall from the nucleus of the reserve fund;
- [d] By raising loans, if necessary subject to the terms & conditions as the Association, with the approval of the competent authority may determine in his behalf.



[46] INVESTMENT :

Association may invest or deposit its funds in one or more of

the following :

- [a] In the Central Co-operative Bank or the state Co-operative Bank or;
- [b] In any of the securities specified in section 20 of the Indian Trust Act, 1982 or;
- [c] In any co-operative 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 **SANIKA TOWER** Condominium is situated 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.

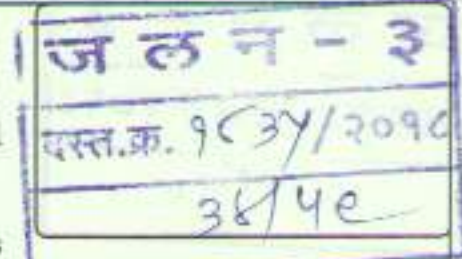
[48] ACCOUNTS :

[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.1000/- for petty expenses. All payments above rupees Rs.500/- shall be made by cheques signed by the Secretary and one member of the Board.

[2] Each Apartment Owner shall have a passbook in which the Secretary shall enter amounts paid to or received for his share in receipts of profits from common areas and contributions towards common expenses and his share of assessment and other dues if any, in respect of his Apartment.

[3] The Association shall on or before 31st duly in each year publish an Audited Annual Financial Statement in respect of common areas and facilities containing.





[a] The Profits and loss account.

[b] The receipts expenditure of the previous financial year.

[c] A summary of the property, as assets and liabilities of common areas and facilities of the Association giving such particulars as will disclose the general nature of these liabilities as Assets and How the value of the fixed assets has been arrived at.

[4] The Audited Financial Statement shall be open to the inspection of any member the Association during office house and in the office of the Association and a copy thereof, shall be submitted to the competent authority not latter than 15th of August every year.

[5] Every financial statement shall be accompanied by a complete list of Apartment Owners. There shall also accompany the financial statement in a similar list of loanees. The financial statement shall state upto what date profits and expenses of areas are included.

[49] PUBLICATION OF ACCOUNT 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 hereinbefore provided and shall examine the Annual Return and verify the same, with the Accounts, relating 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 incorrect, unvouched or not in accordance with law.

[51] POWER OF AUDITOR :

The Auditor shall be entitled to call for and examine and papers or documents belonging to the



Association relating to the common areas and facilities [including limited common areas & facilities] and common expenses and shall make a special report to the Association upon any matter connected with the Accounts, which appears to him to require notice.

CHAPTER-VIII MORTGAGEES

[52] NOTICE OF ASSOCIATION :

An owner who mortgages his unit shall notify the Association through the Manager if any or president of the Board in the event there is no Mortgagees and the Association shall maintain such information in a book entitled 'Mortgagees of Units'.

[53] NOTICE OF UNPAID ASSESSMENTS :

The Association shall at the request of mortgagee of a unit report any unpaid assessments 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 be used only under the authority of a resolution of the Board and every deed of instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the Board and Secretary or any other person authorised by the Association in this behalf.



**CHAPTER-X
AMENDMENTS TO PLAN OF
APARTMENT OWNERSHIP**

[56] AMENDMENT OF BYE-LAWS :

These bye-laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by the Owners representing at least 75% of the total value of all units in the **SANIKA TOWER** Condominium as shown in the Declaration.

IN WITNESS WHEREOF the Grantor have set their respective signature the day and year first hereinabove written. (TYPESET BY : RAMESH M. MULEY, JALGAON).



Sucheta



SAU. SUCHETA JITENDRA KOLHE

'THE GRANTOR'

- WITNESSES -

1. *सुरेश* 2. *श्री. ना. नरदी*

NAME : *सुरेश इण्डु बोरे* NAME : *श्री. ना. नरदी*

ADD : *दांडकर नगर पिंपळा* ADD : *मु.पो. सोमबांतीनगर*
जलगांव *पिंपळा*





10/05/2018

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. जळगाव 3

दस्त क्रमांक : 1835/2018

नोंदणी :

Regn:63m

गावाचे नाव : पिंप्रीळा

(1)विलेखाचा प्रकार	घोपणापत्र
(2)मोवदला	1
(3) बाजारभाव(भाडेपट्ट्याच्या वावतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	0
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (अमल्यास)	1) पालिकेचे नाव:जळगाव म.न.पा. इतर वर्णन :- इतर माहिती: मीजे पिंप्रीळा शेत वट मंवर 303 पैकी प्लॉट नंबर 60 याचे क्षेत्र 305.59 चौरस मीटर वावरील मानिका टॉवर या इमारतीबाबतचे घोपणापत्र.((GAT NUMBER : 303 ;))
(5) क्षेत्रफळ	1) 305.59 NA
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून घेणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-सी.सुचेता जितेंद्र कोल्हे -- वय:-44; पत्ता:-प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, ब्लॉक नं. -, रोड नं: टागोर नगर, जिल्हापेठ पोलीस स्टेशन जवळ, जळगाव, ता.जि.जळगाव, महाराष्ट्र, जळगाव. पिन कोड:-425001 पॅन नं:-AHUPK1561B
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमल्यास,प्रतिवादिचे नाव व पत्ता	
(9) दस्तऐवज करून दिल्याचा दिनांक	09/05/2018
(10)दस्त नोंदणी केल्याचा दिनांक	10/05/2018
(11)अनुक्रमांक,खंड व पृष्ठ	1835/2018
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14)शेरा	



अस्सल वर हुकूम नक्कल

सह.दुय्यम निबंधक (वर्ग-२)
जळगाव-३

10 MAY 2018



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारण याचा तपशील दस्तप्रकारानुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

Affidavit