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 required and any business may be transacted at such meeting.

(33) **QUORUM**

At all meetings of the Board one third of the total strength of the 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 there be less than a quorum present the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called for may be transacted without further notice provided there is a quorum present.

(34) **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 premium on such bonds shall be paid by the Association.

CHAPTER 5

OFFICERS

(35) **DESIGNATION**

The principal officer of the Association shall be a president, a vice president, a Secretary and a Treasurer and five members 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 officer as in their judgment may be necessary.

(36) **ELECTION OF OFFICERS** :

The Officers of the Association shall be elected annually by the Board at the Organization meeting of each Board and they shall hold office at the pleasure of the Board.

(37) **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.



(38) **PRESIDENT**

The President shall be the Chief Executive Officer of the Association. He shall preside at all meeting 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.

(39) **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 not 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.

(40) **SECRETARY**

The Secretary shall keep the minutes of all the meeting 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 all the duties incidental to the office of the Secretary.

(41) **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 books belonging to the Association. He shall be responsible for the deposit of all money and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

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CHAPTER –6

OBLIGATION OF THE APRTMENT OWNERS

(42) **ASSESSMENTS**

All owners are obliged to pay monthly assessments imposed by the association to meet all expenses relating to the "SUKHKARTA TOWERS" Owners Association which may include an insurance premium for a policy to cover repairs and reconstruction work in case of hurricane, fire, earthquake or other hazard or calamity. The assessment shall be made pro-rata according to the value of the apartment owners, as

stipulated in the Declaration. Such assessments shall include monthly payments to a General Operating Reserve and Reserve Fund for Replacements.

(43) **MAINTENACNE AND REPAIRS**

a) Every owner must perform promptly, all maintenance and repair work within his own apartment which if omitted would be effected by the "SUKHKARTA TOWERS" Owners Association in entirety or in a part belonging to other owners apartments/flats being expressly responsible for the damages and liabilities that his failure to do so may endanger.

b) All the repairs of internal installations of the apartment such as water, light, power, sewage, sanitary, installations, doors, windows all other accessories belonging to the apartment area shall be at the expenses of the apartment owner concerned.

c) An owner shall reimburse the association for any expenditure incurred in repairing or replacing any common areas and facility damages through his fault.

(44) **USE OF APARTMENT; INTERNAL CHANGES**

1) All apartments / flats shall be used for residential purposes only.

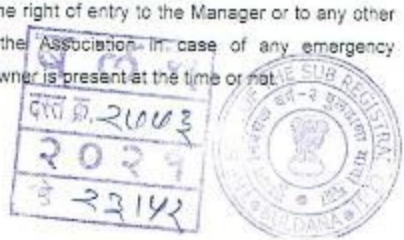
2) An Owners shall not make any structural modifications or alteration in his apartments or installation located there in without previously notifying the Association in writing, through the President of the Board if no Manager is employed. The Association shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification, alteration or installation. The Shop Owners shall not utilize the Shops for vend or loose country liquor, lottery center, gambling den etc.

(45) **USE OF COMMON AREAS AND FACILITIES** :

An owners shall not place or cause to be placed in the lobbies, stairways elevator and other areas of the "SUKHKARTA TOWERS" / Flats Owners Association 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. The elevator shall not be used for carrying heavy packages or mercantile or any other objects that may affect the comfort or well being of the Passengers of the Elevator dedicated to the transportation of owners and guests.

(46) **RIGHT OF ENTRY**

1) The Apartment/Flat 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 any emergency threatening his apartment whether the owner is present at the time or not.



2) The apartment/flat owner shall permit other owners or their representative when so required to enter his apartment for purpose of performing installations, alterations or repairs, the mechanical or 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.

(47) **RULES OF CONDUCT**

1) No resident of the "SUKHKARTA TOWERS"/ FLATS OWNERS ASSOCIATION shall post any advertisements or posters of any kind in or on the building except as authorized by the association.

2) Resident shall exercise extreme care about making noises or the use of musical instruments radios, television and amplifiers that may disturb others. Resident keeping domestic animal shall abide by the Municipal bye-law or regulations.

3) It is prohibited to hang garments rugs etc. from the window, balconies or from any of the facades of the "SUKHKARTA TOWERS" / FLATS OWNERS ASSOCIATION.

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 Association.

5) It is prohibited to throw garbage or trash outside the disposal installation 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, machine or air conditioning units etc. On the exterior of the "SUKHKARTA TOWERS" OWNERS ASSOCIATION OR THAT Protrude through the walls or the roof of that condominium except as authorized by the association.

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CHAPTER-7

FUNDS AND THEIR INVESTMENTS

(48) **FUNDS:-**

Funds may be raised by the association in all or any of the following ways, namely;

a) By shares

b) By contributions and donation from the apartment owners.

c) From common profits which shall form the nucleus of the Reserve fund.

d) By raising loans, necessary, subject to such terms and conditions as the association with the approval of the competent authority may determine in this behalf.

(49) **INVESTMENTS:-**

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

a) In the central co-operative bank or in the state co-operative bank or

b) In any of the securities specified in section 50 of the Indian trusts Act 1882 or

c) In any co-operative bank or society carrying on banking business other than those referred to in above clauses (a) of this Bye-law or in any banking company approved for this purpose by the association.

(50) **AFFILIATION** :-

Should there be any federation of apartment owners in the locality in which the "SUKHKARTA TOWERS"/ FLATS OWNERS ASSOCIATION may after consulting the competent authority become a member there of and pay the sums from time to time payable to such federation as per the rules thereof

(51) **ACCOUNTS**;-

1) A banking account shall be operated by the association into which all money received on behalf of the association shall be paid provided that the secretary may retain in his personal custody an amount not exceeding Rs.3000/- (Three Thousand Only) only for petty expenses. All payments above Rs.2000/- (Two Thousand only) only shall be made by cheques singed 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 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 30th April in each year publish an audited annual financial statement in respect of the common area and facilities containing.

a) The profit and loss account.

b) The receipt and expenditure of the previous financial year, 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 inspection of any member of the association during Office hours and in the office of Association and a copy there of shall be submitted to the competent authority not later than 31st May every year

5) Every financial statement shall be accompanied by a complete list of the apartment owners. There shall also accompany the financial statement period upto what date profits and expenses of common areas are included.



(52) **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.

(53) **APPOINTMENT OF AUDITORS**

The Association shall appoint at its general meeting an auditor for 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 there to and shall either sign the same as found by him to be correct duly vouched and in accordance with Law or specially report to the Association in what respect he finds it incorrect, untouched or not in accordance with law.

(54) **POWER OF AUDITOR**

The Auditor shall be entitled to call for and examine any paper of documents belonging to the Association relating to the common areas and facilities and common expenses and shall make special reports to the Association upon any matter connected with the accounts which appears to him to require notice.

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CHAPTER –8

MORTGAGES

(55) **NOTICES TO ASSOCIATION**

An owner who mortgages his apartment shall notify to 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 his mortgagee and the Association shall maintain such information in a Book entitled "MORTGAGES OF APARTMENTS".

(56) **NOTICE OF UNPAID ASSESSMENTS**

The Association shall at the request of a Mortgagee of the apartment report any unpaid assessment due from the owner of such apartment.

CHAPTER - 9

COMPLIANCE

(57) **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 the provisions of the act will apply.

(58) **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 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 the Secretary or any other person authorized by the Association in that behalf.

CHAPTER - 10

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

(59) **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 owners representing at least 75 percent of the total number of apartments in the "SUKHKARTA TOWERS" / Flats Owners Association as shown in the Declaration.





1. Urmila Ashwin Satpute

2. Gopal Pandurang Pandit

(Partners of Sukhkarta Builders & Developers)

GRANTORS

Dated-

IN PRESENCE OF WITNESS

1)..... Ashwin

ASHWIN AMBADAS SATPUTE
ITAPE LAY OUT,
CHIKHLI ROAD, BULDANA



2)..... Vishal

Vishal Suresh Katkar.
Age: 30 years.
At post: Bhadola Tq Dist:
Buldana
Aadhaar no:



Summary1 (GoshwaraBhag-1)

251/2773
गुरुवार,01 एप्रिल 2021 4:15 म.नं.

दस्त गोषवारा भाग-1

दस्त ५१५२
दस्त क्रमांक: 2773/2021

दस्त क्रमांक: वलन /2773/2021

बाजार मुल्य: रु. 00/- मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. वलन यांचे कार्यालयात

अ. क्रं. 2773 वर दि.01-04-2021

रोजी 4:14 म.नं. वा. हजर केला.

पावती:3316 पावती दिनांक: 01/04/2021

सादरकरणाराचे नाव: उर्मीला अश्विन सावपुते हे सुखकर्ता बिल्डर्स आणि डेव्हलपर्स करीता भागीदार म्हणुन

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 1040.00
डाटा एन्ट्री	रु. 20.00

पृष्ठांची संख्या: 52

एकुण: 1160.00

दस्त हजर करणा-याची सही:

Sub Registrar Buldhana

Sub Registrar Buldhana

दस्ताचा प्रकार: डिक्लरेशन

मुद्रांक शुल्क: प्रतिज्ञालेख

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दस्त गोषवारा भाग-2

वलन ५३/५२
दस्त क्रमांक:2773/2021

दस्त क्रमांक :वलन/2773/2021
दस्ताचा प्रकार :-डिक्लरेशन

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:उर्मीला अश्विन सातपुते हे मुखत्यार विल्हर्म आणि डेव्हलपर्स करीता भागीदार म्हणुन पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा. बुलडाणा, महाराष्ट्र, बुलडाना. पॅन नंबर:DAYPS9629J	विहन देणार वय :-37 स्वाक्षरी:-		
2	नाव:गोपाल पांडुरंग पडीत हे मुखत्यार विल्हर्म आणि डेव्हलपर्स करीता भागीदार म्हणुन पत्ता:प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: रा. बुलडाणा, महाराष्ट्र, बुलडाना. पॅन नंबर:AQUPP3117B	विहन देणार वय :-42 स्वाक्षरी:-		

वरील दस्तऐवज करुन देणार तथाकथीत डिक्लरेशन चा दस्त ऐवज करुन दिल्याचे कबुल करतात.
शिक्का क्र.3 ची वेळ:01 / 04 / 2021 04 : 25 : 10 PM

ओळख:-
खाली इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यांना व्यक्तीश: ओळखतात, व त्यांची ओळख पटविलेली आहे.

अनु क्र.	पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1	नाव:अश्विन अंबादास सातपुते वय:40 पत्ता:रा. बुलडाणा पिन कोड:443001		
2	नाव:विशाल सुरेश काटकर वय:30 पत्ता:रा. भादोला पिन कोड:443001		

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प्रमाणित करण्यात येते की, या दस्तामध्ये एकूण ५२ पाने आहेत
पहिल्यानंबरचे चुकात २००३ कोरी नोंदला

(विजय भा. तेलंग)
दुय्यम निबंधक वर्ग-२ बुलडाणा
दिनांक तारीख 09 माहे 04 सन 2021

Sub Registrar Buldhana

Payment Details.

sr.	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used For	Deface Number	Deface
1	Sukhkarta Builders And Developers Through Partners Urmila Ashwin Satpute	eChallan	00040572021033087686	MH014339692202021E	500.00	SD	0000020767202122	01/04/2021
2		DHC		3003202115736	1060	RF	3003202115736D	01/04/2021

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प्रमाणित करण्यात येते की, या
दस्तामध्ये एकूण ५२ पाने आहेत
पहिल्यानंबरचे पुस्तक २७०३
नंबरी नोंदला

(विजय भा. तेलंग)
दुय्यम निबंधक वर्ग-२ बुलडाणा.
तारीख ०१ माहे ०४ सन २०२१

