



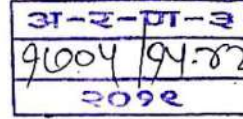
- purpose of the **"VINAYAK APPARTMENT"** Condominium.
- c) "Board" means a Board of Managers consisting of Four persons, all of whom shall be owners of apartment in the **"VINAYAK APPARTMENT"** Condominium;
- d) "Building" means the building located at Ramanand Residency, Amravati and known as the **"VINAYAK APPARTMENT"** Condominium, and includes the land forming part thereof;
- e) "Declaration" means the Declaration which the sole owner of the building or all the owners of the building have executed and registered as provided in section 1 of the Act.
- f) "Majority of owners" means those owners holding 51 per cent of the votes in accordance with the percentages assigned in the Declaration.
- g) "Owner" or "apartment owner" means the person owning an apartment in the **"VINAYAK APPARTMENT"** Condominium;
- h) "Section" means a section of the Act;
- i) "Unit" means a family unit in the **"VINAYAK APPARTMENT"** Condominium;
- j) "Registrar" means the Registrar of Co-operative Societies.
- k) Grantor means the owner of the land/plot and includes all the persons coming through him.



{(2)} Words and expressions used in these by-laws but not defined therein shall have the meaning respectively assigned to them in the Act.

3) Apartment Ownership :-

The building located at Ramanand Residency Amravati in the Amravati District and known as



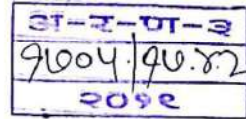
"VINAYAK APPARTMENT" Condominium is submitted to the provisions of the Act.

4) Objects of Association :-

(1) The objects of the Association shall be

- a) to be and to act as the Association of Apartment Owners of the building called "**VINAYAK APPARTMENT**" at Ramanand Residency, Tapovan Road, Amravati (hereinafter called "the said building") who have filed their respective Declarations submitting their apartments to the provisions of the Act;
- b) to invest or deposit moneys;
- c) to provide for the maintenance, repair and replacement of the common areas and facilities by contributions from the apartment owners, and if necessary, by raising loans for that purpose;
- d) to provide for and do all and any of the matters provided in sub section (2) of section 16 of the Act.
- e) to advance, with the consent of the apartment owners, any short term loans to any apartment owners in case of any emergent necessity, and to provide for the repayment thereof in lump sum or in installments;
- f) to establish and carry on, on its own account, or jointly with individuals or institutions, educational, physical, social and re-creative activities for the benefit of the apartment owners;
- g) to frame rules, with the approval of the general meeting of the Association and after consulting the competent authority and may establish a provident fund and gratuity fund, if necessary, for the benefit of the employees of the Association;





apartment owner shall be entitled to appoint a guardian of such minor.

6) Joint 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 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 shares jointly).

8) Disqualifications. :-

No apartment, owner shall be entitled to, vote on the questions of the election of members of the Board or the President, Secretary, Treasurer or any other office bearer or be entitled to stand for election to such office If he is in arrears of any sum due from him in respect of his contributions for common expenses, for more than sixty days, on the last day of the year preceding the year .which the elections to the Board would take place.)



CHAPTER II

VOTING, QUORUM AND PROXIES

9) Voting :

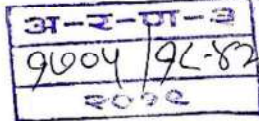
Each apartment owner shall have one vote and in the case of joint owners of any apartment the person whose name stands first in the share certificate shall alone have the right to vote.

10) Quorum.

Except as otherwise provided in these by-laws, the presence in person 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 "VINAYAK APARTMENT" 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 owners, casting votes in persons.

13) Place of Meetings.

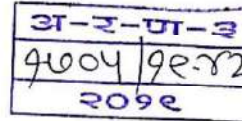
Meetings of the Association shall be held at suitable place convenient to the owners as may from time to time be designated by the Association.

14) Special Meetings;

It shall be the duty of the President to call a special meeting of the apartment owner as directed by a resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the Secretary, or on 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 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.

**15) Notice of Meeting :-**

It shall be the duty of the Secretary to mail or send notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held.



be 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 by-laws shall be considered notice served. Notices of all meetings shall be mailed or sent to the Housing Commissioner, or as the case may be, the Registrar.

16) Adjourned Meetings:-

If any meeting of owners can not 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,

17) Order of Business :-

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

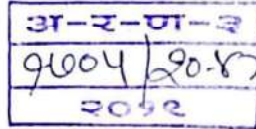
- a) Roll call.
- b) Proof of notice of meeting or waiver of notice.
- c) Reading of minutes of preceding meeting.
- d) Reports of officers.
- e) Report of the Housing Commissioner, or the Registrar or of the officer duly authorized by them, if present.
- f) Report of Committees.
- g) Election of office bearers (to held annually)
- h) Unfinished Business, if any.
- i) New Business.



CHAPTER IV OFFICERS

18) 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 the apartment owners in their general meeting for a term of one year.

**19) 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.

20) President :-

The President shall be the Chief Executive of the Association. He shall preside at all officer of the Association and of the Board. He shall 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;.

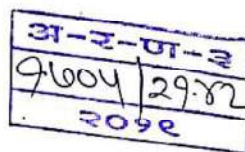
In the absence of the president the Treasurer shall take the place of the president and perform his duties if the president is unable to act.

21) Secretary :-

The Secretary shall keep the minutes of all meetings of the Association; he shall have charge of such books and papers as the Association may direct; and he shall, in general, perform all the duties incidental to the office of Secretary.

**22) 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 moneys 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 Association.



CHAPTER V

OBLIGATIONS OF THE APARTMENT OWNERS

23) Assessments :-

All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to the **"VINAYAK APPARTMENT"** 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 or calamity. The assessments shall be made prorata according to the value of the unit owned, as, stipulated in the Declaration. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements.

24) Maintenance and Repair :-

(1) Every owner must perform promptly, all maintenance and repair work within his own unit, which if omitted would affect the **"VINAYAK APPARTMENT"** Condominium in entirety for in a part belonging to other owners being expressly responsible for the damages and liabilities that his failure to do so man endanger.

(2) All the repairs of internal installations 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 area and facility damaged through his fault.

25) Use of Family Units - Internal Changes :-

(1) All units (Garage on the ground floor) shall be utilized for residential purposes only.

(2) An owner shall not make any structural modifications or alterations in his unit or installments located therein without previously notifying the Association in writing.



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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.

26) Use of Common Areas and Facilities :-

(1) An owner shall not place or cause to be placed in lobbies, vestibules, stairways, and other areas of "VINAYAK APPARTMENT" Condominium and facilities of a similar nature both Common and restricted, furniture packages, or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

27) Right of Entry :-

(1) 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 any emergency originating in or threatening his unit, whether the owner is present at the time or not.

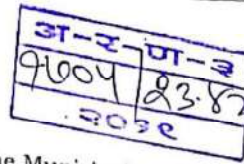
(2) An owner shall permit other owners, or the representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided the requests for entry are made in advance and that such entry is at a time convenient to the owner. In case an emergency such right of entry shall be immediate.



28) Rules of Conduct :-

(1) No resident of the "VINAYAK APPARTMENT" 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 musical instruments, radios, television and amplifiers that may disturb others. Residents keeping



domestic animals shall abide by the Municipal sanitary by-laws or regulations.

(3) It is prohibited to hang garments, rugs, etc. from the windows, balconies, or from any of the facades of the **"VINAYAK APPARTMENT"** Condominium.

(4) It is prohibited to dust rugs, etc. from the windows, or to clean rugs, etc. by bearing 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 antennae, machines or air conditioning units, etc., on the exterior of the **"VINAYAK APPARTMENT"** Condominium or that protrude through the walls or the roof of that Condominium except as authorized by the Association.

CHAPTER VI

FUNDS AND THEIR INVESTMENTS

29) 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 Fund;
- d) by raising loans, if necessary, subject to such terms and conditions as the Association with the approval of the Competent Authority, may determine in his behalf.



30) Investment :-

The Association may invest or deposit its funds in one or more of the Following:

- a) in the Central Cooperative Bank or in the State Co-operative Bank; or
- b) in any of the securities specified in section 20 of the Indian Trusts Act 1882; or
- c) in any co-operative bank other than those referred to in clause (a) of this by-laws; or in any banking company approved for this purpose by the Association.

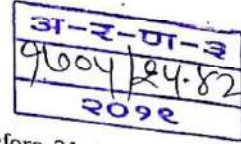
31) Affiliation :-

Should there be any Federation of apartment owners in the locality in which the "VINAYAK APPARTMENT 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.

32) 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. 500 for petty expenses. All payment above Rs. 100, shall be made by Cheques signed by the President, and also by secretary or Treasurer.

(2) Each apartment owner shall have a pass book 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 in assessment and other dues, if any, in respect of his apartment.



- (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 15 August, every year.
- (5) Every financial statement shall be accompanied by a complete list of the apartment owner. There shall also accompany the financial statement a similar list of loanes. The financial statement shall state up to what date profits and expenses of common areas are included.

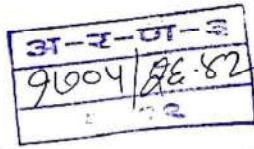
33. Publication of Accounts and Reports.:-

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.



34. 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 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, un-vouched or not in accordance with law.

35. Power of Auditor :-

The Auditor shall be entitled to call for and examine any papers or documents belonging to the Association relating 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 him to require notice.

CHAPTER VII MORTGAGEES

36. 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 his mortgage; and the Association shall maintain such information in a book entitled "Mortgagees of Units".

37. 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 VIII COMPLIANCE

38. Compliance:-

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





39. 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 IX

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

40. Amendment of By-laws :-

These by-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 value of all units in the "VINAYAK APPARTMENT" Condominium as the Declaration.

IN WITNESS WHEREOF, I the grantor named above, have hereto set my hand to this declaration on this 10th day of May 2019.

Grantor - Dinesh Ramrao Dolare

Photo	Thumb Impression	Signature
		

Witness :

1. B. C. Manyare

2. R. J. Dule

