

**"EXHIBIT- B"**  
**BYE LAWS OF " HIMALAYA HEIGHTS 2"**  
**CHAPTER – I**

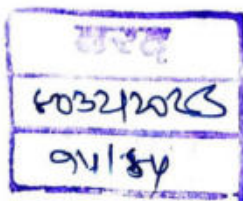
**I. SHORT TITLE AND APPLICATION :**

- (i) These Bye-laws may be called the Bye-laws of "**HIMALAYA HEIGHTS 2**".
- (ii) The provisions of these Bye-laws apply to the "**HIMALAYA HEIGHTS 2**".

All present or future owners, tenants, future tenants or their employees, or any other person that might use the facilities of the building in any manner, are subject to the regulations set-forth in these bye-laws. The mere acquisition or rental or taking or licence of any of the family units (hereinafter referred to as "UNITS") of the building, or mere act of occupancy of any of the said units will signify that these Bye-laws are accepted, ratified and will be complied with.

**2. DEFINITIONS :**

- (i) In these Bye-laws, unless the context requires otherwise :-
  - (a) "ACT" means The Maharashtra Apartment Ownership Act, 1970.
  - (b) "ASSOCIATION" means the Association of all the Apartment owners constituted by such owners for the purpose of the **HIMALAYA HEIGHTS 2**
  - (c) "BOARD" means a Board of Managers consisting of FIVE persons all of whom shall be owners of Apartment in the "**HIMALAYA HEIGHTS 2**".
- (d) "BUILDING" means the Building located at ALL THAT Piece and Parcel of land containing by admeasurement 1020.00 Sq.Mtrs total amalgamated Plot area of bearing Plot Nos. 1/2, bearing Kh. No. 17/2 of Mouza – PALAKWADI URF WARDHA situate at Village NALWADI in Tahsil and District – WARDHA.
- (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 2.
- (f) "MAJORITY OF OWNERS" means those owners holding 51 percent of the votes in accordance with the percentage assigned in the Declaration.
- (g) "OWNERS" OR "APARTMENT OWNERS" means the person owning an Apartment in the "**HIMALAYA HEIGHTS 2**".



- (h) "SECTION" means a Section of the Act.  
 (i) "UNIT" means a Family Unit in the "HIMALAYA HEIGHTS 2".  
 (j) "REGISTRAR" means the Registrar of Co-operative Societies.  
 (2) WORDS AND EXPRESSIONS USED in these Bye-laws but not defined therein shall have the meaning respectively assigned to them in the Act.

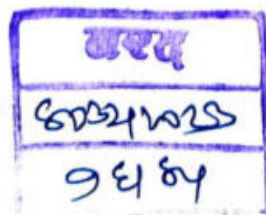
### 3. APARTMENT OWNERSHIP :

The Building located on ALL THAT Piece and Parcel of land containing by admeasurement 1020.00 Sq.Mtrs total amalgamated Plot area of bearing Plot Nos. 1/2, bearing Kh. No. 17/2 of Mouza – PALAKWADI URF WARDHA situate at Village NALWADI in Tahsil and District – WARDHA.

### 4. OBJECTS OF ASSOCIATION :

The objects of the Association shall be –

- (a) To be and to act as the Association of Apartment Owners of the building called "HIMALAYA HEIGHTS 2", situate at Village – Pipri (Meghe), in Tahsil and District – WARDHA.  
 (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 retain and rent or licence if possible, suitable portions of the common areas to outsiders for commercial purpose and to distribute the common profits left after deducting the common expenses amongst the Apartment owners as common profits or accumulate the same for building up a Reserve Fund.  
 (e) To provide for and do all and any of the matters provided in Sub-Section (2) of Section 16.  
 (f) 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.  
 (g) To establish and carry on, on its own account or jointly with individuals or institutions, educational, physical, social and recreative activities for the benefits of the Apartment Owners.



(h) 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 benefits of the employees of the Association.

(i) To do all things necessary or/and otherwise provide for their welfare expedient for the attainment of the objects specified in these Bye-laws.

(2) The Association shall not act beyond the scope of its objects without duly amending the provisions of these Bye-laws for the purpose.

**5. MEMBERS OF ASSOCIATION :**

(1) All persons who have purchased Apartments in the "**HIMALAYA HEIGHTS 2**" and executed respective Declaration Under Section 5, submitted their Apartment to the provisions of the Act shall automatically be the members of the Association and shall pay the sum of one rupee as entrance fee and may purchase at least one share of the face value of Rs. 100/- (Rupees One Hundred) Only. Each Apartment owner shall receive a copy of the Bye-laws on payment of Rs. 50/- (Rupees Fifty) Only.

(2) Upon any Apartment owner selling his Apartment or absolutely conveying the same by way of Gift, under his WILL or otherwise, the Purchaser or donee shall automatically become a member of the Association and shall be admitted as member on payment of the entrance fee of one rupee. The shares held by an Apartment owner shall be transferred to the name of such Purchaser or donee on payment of one rupee to the Association.

(3) On the death of an Apartment Owner, his/her Apartment shall be transferred to the person or persons to whom he/she bequeathed the same by his/her WILL, or to the legal representatives of his/her estate, in case he/she has not made any specific bequest of the Apartment the name of the legatee or the names of the legal representatives jointly, shall be entered in the register of Apartment Owners maintained by the Secretary for the purpose of administration of '**HIMALAYA HEIGHTS 2**' as Apartment Owner or jointly Apartment owners where any legatee is minor, the Apartment owner shall be entitled to appoint as guardian for 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 shares jointly).

8. **DISQUALIFICATION :**

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 contribution for common expenses, for more than sixty days on the last day of the year preceding the year in which the election to the Board would take place.

**CHAPTER - II**

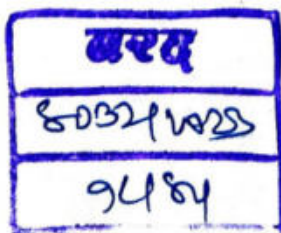
**VOTING, QUORUM AND PROXIES**

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 unto or units in the Declaration.

10. **QUORUM :**

Except as otherwise provided in these Bye-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. **POWER AND DUTIES OF ASSOCIATION :**

The Association will have the responsibility of administering the "**HIMALAYA HEIGHTS 2**", approving the Annual Budget, Establishing and collecting monthly assessments and arranging for the Management of the Condominium in an efficient manner except as 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 person.

13. **PLACE OF MEETING :**

Meeting 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 31st December 2021 and thereafter the annual meeting of the Association shall be held latest by the last week of DECEMBER of each succeeding year. At such meetings there shall be elected by ballot of the Apartment Owners, a Board in accordance with the requirements of Bye-laws No. 22. 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 a 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 authorised 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.

**16. NOTICE OF MEETINGS :**

It shall be the duty of the Secretary to mail or send the 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 owners at least 3 but not more than 7 days prior to such meeting, The mailing or sending of a notice in the manner provided in this Bye-laws shall be considered notice served. Notices of all meeting shall be mailed or sent to the Housing Commissioner or as the case may be.

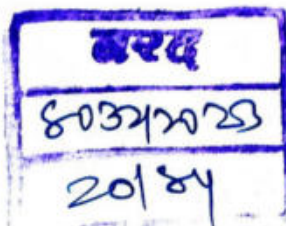
**17. ADJOURNED MEETINGS :**

If any meeting of Owners cannot be organised 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 as 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 or meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of Officers.
- (e) Reports of the Housing Commissioner or the Registrar or of the Officer duly authorised 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. POWER AND DUTIES OF BOARD :**

The Board shall have the powers and duties necessary for the administration for the affairs of the Association, and may do all such acts and things as are not by law or by these bye-laws directed to be exercised and done by the owners.

**21. OTHER DUTIES :**

In addition to duties imposed by these Bye-laws or by Resolution of the Association, the Board shall be responsible for the following, that is to say -

- (a) Care, upkeep and surveillance of the **HIMALAYA HEIGHTS 2** 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 personnel necessary for the maintenance and operative of the above **HIMALAYA HEIGHTS 2** and the common areas and facilities and the restricted common areas and facilities.

**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 authorise including, but not limited to the duties listed in Bye-law 20.

**23. ELECTION AND TERM OF OFFICE :**

At the first annual meeting of the Association the term of Office of two Managers shall be fixed for Three Years. The Term of Office of Two Managers shall be fixed at Two Years and the Term of Office of One Manager shall be fixed at One Year.

