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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 MEETINGS :-**
Meetings of the Association shall be held at suitable place convenient to the owners as may time to time be designated by the Association.

14) **ANNUAL MEETINGS :-**
The first annual meeting of the Association shall be held on 1st day of May each succeeding year. At such meetings there shall be elected by ballot of the apartment owners a Board in accordance with the requirements of by-laws. 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 authorized by him in this behalf. The notices of any special meeting shall state the time and place of such meeting except as stated in the notice without the consent of four - fifths of the owners present in person.

16) **NOTICE OF MEETING :-**
It shall be the duty of the Secretary to mail or sent a notice of each annual or special meeting, stating the purpose thereof as well as the time and place here it is to 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-law 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..

17) **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

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present in person being not less than two shall form a quorum.

18) **ORDER OF BUSINESS :-**
The order of business at all meeting 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 proceeding meting.
d. reports of officers.
e. Report of the Housing, Commissioner or the Registrar or 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 bye-laws directed to be exercised and done by the owners.

21) **OTHER DUTIES :-**
In addition to the duties imposed by these by -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 AMAN PARADISE APARTMENT CONDOMINIUM the common areas and facilities.
b. Collection of monthly assessment from the owners.
c. Designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the AMAN PARADISE APARTMENT 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.

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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 all sums due to the Association.

f. To sanction working expenses, account cash balance and deal with other miscellaneous business.

22) **MANAGER :-**

The Board may employ for the Association a manager a compensation determined by the Board to prefer such duties and services as the Board shall authorize including but not limited to the duties listed in by-law 21.

23) **ELECTION AND TERM OF OFFICE :-**

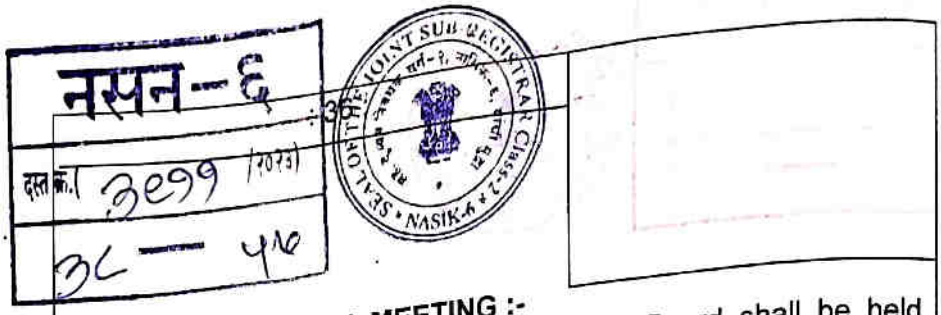
At the first annual meeting of the Association, the term of office of two Managers shall be fixed for three years. The term of office of one Managers shall be fixed at two years, and the term of office of other Manager shall be fixed at one year. At the expiration of the initial term of office of each 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 filed 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.



26) **ORGANIZATION 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 Managers at the meeting at which such Managers were elected and no notice shall be necessary to the newly elected Managers in order legally to constitutes 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 Managers but at least two such meetings 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 hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President of Secretary in the like manner and on like notice on the written request of at least three Managers.

29) **WAIVER OF NOTICE :-**
Before or at any meeting of the Board any Manager, may in writing, waive 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 required and any business may be transacted at such meeting.

30) **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 meting 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 responsible for Association handling or responsible 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 officer 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 Board may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officer as in their judgment may be necessary. (In the case of an association of one hundred owners or less the offices of Treasurer and Secretary may be filed by the same person).

33) **ELECTION OF OFFICERS :-**
The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall held offices at the leasure 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 regular meeting of the Board or at any special meeting of the Board called for such purpose.

35) **PRESIDENT :-**
The President shall be 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 committee from among the owners from

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time to time as he may in his discretion decide to the appropriate to assist in the conduct of the affairs of the Association.

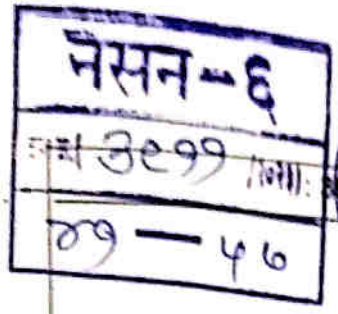
36) **VICE - PRESIDENT :-**
The Vice - President shall take place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice - President is able to act, the Board shall appoint some other member of the Board so to act on an interim 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 the meeting of the Board and the minutes of all meetings of the Association, he shall have charge of such books and papers general, perform all the duties incident 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 books belonging to the association. He shall be responsible for the deposits of all moneys and other valuable effects in the name of and to the credit of the Association in such depositories as may from time to time be designated by the Board.

CHAPTER - VI
:: OBLIGATION OF THE APARTMENT OWNERS ::

39) **ASSESSMENTS :-**
All owners are obliged to pay monthly assessment imposed by the Association t meet all expenses relating to the AMAN PARADISE APARTMENT CONDOMINIUM, which may include an insurance 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 pro-rata according to the value of the unit owned as, stipulated 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 prefer promptly, all maintenance and repair work within his / her / their own unit/a, which it omitted would affect the AMAN PARADISE APARTMENT CONDOMINIUM in entirely or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his/her/their 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, sanatory installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the expenses of the apartment owner concerned.

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

41) **USE OF FAMILY UNITS - INTERNAL CHANGES :-**

(1) All units shall be utilized for residential purpose only.

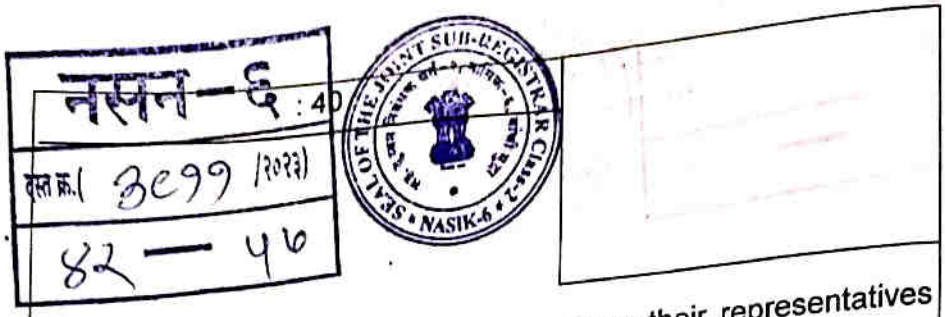
(2) An owner shall not make any structural modifications or alterations in his/her/their unit/s or installations located therein without previously notifying the Association in writing, through the President of the Board if no Manager is employed. The Association shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modifications, alterations or installation.

42) **USE OF COMMON AREAS AND FACILITIES AND RESTRICTED COMMON AREAS AND FACILITIES :-**

(1) An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas of AMAN PARADISE APARTMENT CONDOMINIUM and facilities of similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose that for normal transit through them.

43) **RIGHT OF ENTRY :-**

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



(2) An owner shall permit other owners or their representatives when so required to enter his/her/their unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services provided that requests 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.

44) **RULES OF CONDUCT :-**

(1) No resident of the AMAN PARADISE APARTMENT 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 card 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 salary by-laws or regulations.

(3) It is prohibited to hang garments, rugs, etc. from the windows, balconies or from any of the accedes of AMAN PARADISE APARTMENT CONDOMINIUM

(4) It is prohibited to dust rags, 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 installation is not provided, all garbage or trash shall be collected in a vessels 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 AMAN PARADISE APARTMENT CONDOMINIUM or that protrude through the wall or the roof of the condominium except as authorized by the 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. 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 this behalf.

46) **INVESTMENTS :-**

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

a. In the Nationalised Bank or Central Co-Operative Bank or in the State Co-operative Bank, or

b. In any of the securities specified in Sec. 20 of the Indian Trust Act, 1882, or

c. In any Nationalised Bank or Co-operative bank other than those referred to in clause (a) of the by-law, or in any Banking company approved for this purpose by the Association.

47) **AFFILIATIONS :-**

Should there be any Federation of apartment owners in the locality in which the AMAN PARADISE APARTMENT CONDOMINIUM is situate, the Association may, after consulting the competent authority, become a member thereof, and pay the sums from timed to time payable to such Federation under the rules thereof.

48) **ACCOUNTS :-**

(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 retain in his personal custody an amount not exceeding Rs. 100/- for petty expenses. All payments above Rs.100/- shall be made by cheques 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/her/their share in receipts of profits from common areas and contributions towards common expenses, and his/her/their share of assessment and other dues, if any, in respect for his/her/their 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 expenditures of the previous financial year, and

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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.

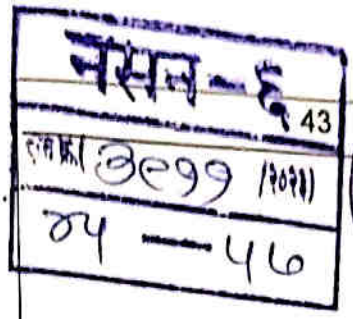
(4) The audited financial statement shall be open to the inspection of any member of the Association during office house and in the office of the Association and a copy thereof shall be submitted to the competent authority not later than 15 August every year.

(5) Every financial statement shall be accompanied by a complete list of the apartment owners. There shall also accompany the financial statement a similar list of loaners. The financial statement shall state up to what date profits and expenses of common areas are included.

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 conscious place n 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 accordance with law, or specially report to the Association in what respect the funds it is incorrect, unvouched 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 OF ASSOCIATION :-**
An owner who mortgages his/her/their unit/s, 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/her/their mortgagee and the Association shall maintain such information in a book entitled "Mortgagees of Units".

53) **NOTICE OF UNPAID ASSESSMENT :-**
The Association shall at the request of a mortgagee of a unit report any unpaid assessment due from the owner of such unit.

CHAPTER - IX
:: COMPLIANCE ::

54) **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-laws conflict with the provisions of the said Act, it is hereby agreed and accepted that the provisions of the Act will apply.

55) **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 - X
AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

56) **AMENDMENTS 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% of the total value of all units in the AMAN PARADISE APARTMENT CONDOMINIUM as shown in the Declaration.

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IN WITNESS WHEREOF THE GRANTOR HAVE SET HIS HAND ON THIS DECLARATION ON THIS 26TH DAY OF MAY IN THE YEAR TWO THOUSAND TWENTY THREE AT NASHIK.

SIGNED, SEALED & DELIVERED
by the GRANTOR
(LAND OWNER / PROMOTER) –

M/S. AMAN BUILDERS,
A Partnership Firm
Through it's Partner –

1. **MR. SHABBIR ABBASALI KAZI,**
3. **MR. SAMIR SHABBIR KAZI,**
Sr. No. 1 for himself and G.P.A. Holder of No. 3

2. **MR. JAMSHID RASUL MIRZA**

GRANTOR
(LAND OWNER)

In the presence of ...

1. (Sachin Joshi

2. (Patel Abdullah)