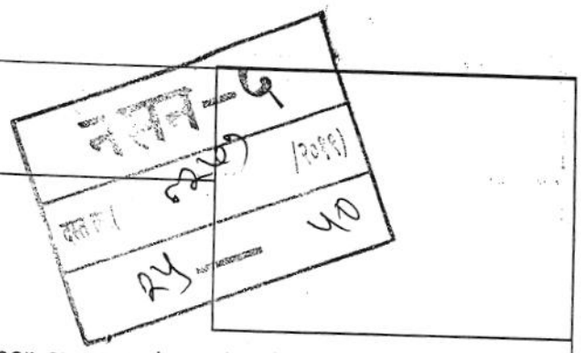




All present or further owners, tenants, future tenants or their employees or any other persons that might use the facilities of the building in any manner, are subject to the regulations set further in these by-laws.

The mere acquisition or rental or taking on license of any of the family units/commercial units (Hereinafter referred to as the **"UNITS"**) of the building or mere act of occupancy to as any of the said units will signify that these bye laws are accepted rectified and will be complete with.

2. DEFINITIONS: 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 **"SUKRUT APARTMENT A-WING & B-WING"** owners constituted by the owners for the purpose of Apartment Condominium.

C. "Board" means a Board of Managers consisting of three persons all of who shall be the owners of Apartments in **"Sukrut Apartment A-Wing & B-Wing"** Condominium in which ten family unit and includes the land forming part thereof.

D. "Building" means the building located at **Plot No.418, 419, 420 & 421 each area admeasuring 190.40 sq. mtrs. total area admeasuring 761.60 sq. mtrs. out of Revenue Survey No. 197/1 to 10(Part)+198+199/1+ 200(Part)+201 of Village Mhasrul,** Tal. & Dist. Nashik and known as **"Sukrut Apartment A-Wing & B-Wing"** Condominium, and includes the land forming part thereof.

E. "Declaration" means a declaration which the sole owner of the building of all the owners of the building have executed and registered as provided in Section-2.

F. "Majority of Owner" mean those owners holding of 90% of the votes in accordance with the percentage assigned in the declaration.

G. "Owner" or "Apartment Owner" means the person owning an apartment in the **"SUKRUT APARTMENT A-WING & B-WING"** Condominium.

H. "Section" means a section of the Act.



apartment owners. Where any legate is a minor the apartment owner shall be entitled to appoint a guardian of such minor.

6. **JOINT APARTMENT OWNERS**:- Where an apartment has been purchased by two 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 hold shares jointly).

8. **DISQUALIFICATION:-** No apartment owner shall be entitled to vote on the question of the election of the members of the Board or the President, Secretary, Treasurer or any other office bearer or to be entitled to stand for election to such office is he is in arrears if 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 in which the election to the Board would take place. The association or be entitled to stand for election if he is in arrears of any sum due from him in respect of his contribution for common expenses.

CHAPTER - II

VOTING, QUORAM AND PROXIES

9. **VOTING:-** Voting shall be on a percentage basis and the percentage of vote to which the owner is entitled is the percentage assigned to the family unit or units in the declaration.

10. **QUORUM:-** Except, as otherwise provided in these bye-laws, the presence of a majority i.e. 90% of owners (Flat) shall constitute a quorum.

11. **VOTES TO BE CAST IN PERSON:-** Votes shall be cast in person.

CHAPTER - III

ADMINISTRATION

12. **POWER & DUTIES OF THE ASSOCIATION:-** The Association shall have the responsibility of administering the **"SUKRUT APARTMENT A-WING & B-WING"** Condominium approving the annual budget established and collecting monthly assessments and arranging for the management of the Condominium in an efficient manner. Except as

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otherwise provided, resolutions of the association shall require approval by a majority of the owners, casting votes in person.

13. **PLACE OF MEETINGS:-** Meetings of association shall be held at a suitable place convenient to the owners as may be, from time to time, designated by the association.

14. **ANNUAL MEETINGS:-** The First Annual Meeting of the Association shall be held within a period of two months from the date of registration of the Declaration. Thereafter the annual meetings of the association shall be held on the 1st day of April of each succeeding year. At such meetings there shall be elected by ballot of the apartment owners a Board of Managers in accordance with the requirements of bye-laws 23. The owners may also transact such other business of the Association as may be property 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 the resolution of the Board or up on a petition signed by 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 his 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 the special 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 where it is so held to each apartment owner, at least two but not more than seven days prior to such meeting. The mailing or sending of a notice in the manner provided in this bye-laws should be considered notice that several. Notice of all the meetings shall be mailed or sent to the Housing Commissioner, or as the case may be the Registrar.

17. **ADJOURNMENT OF MEETINGS:-** If any meeting of any owners cannot be organized because a quorum has not attained the owners who are present, may adjourn the meeting to time not less than 48 hours from the time the original meeting was called for. If at such