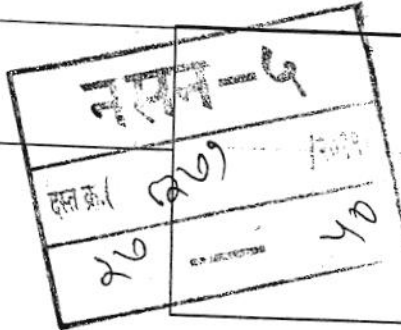




7/10/12	6
2169	7089
26	40

- I. "Unit" means a Family Unit in the **"SUKRUT APARTMENT A-WING & B-WING"** Condominium.
- J. "Registrar" means Registrar of Co-Op. Society
3. **APARTMENT OWNERSHIP:-** The Building located on the **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 is submitted to the provisions of the Act.
4. **OBJECT OF THE ASSOCIATION:**
- I. **The object of the Association shall be :**
- a) To be and to act as the Association of the Owners of the building called **"SUKRUT APARTMENT A-WING & B-WING"** bearing **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 at Nashik. (Hereinafter called as "The said Building") who have filled their respective Declaration submitting their apartment to the provisions of the said Act.
- b) To invest or deposit money.
- c) To provide for the maintenance, repair of the common areas and facilities by contribution from the apartment owners, & if necessary loans for that purpose : to outsiders for commercial purposes and to distribute the common profits left after deduction the common expenses amongst the apartment owners as common profits or accumulate the same for building up a reserve find.
- d) To provide for all & any of the matters provided in the Sub Section (2) of Section 16.
- e) To advance, with the consent of the Apartment Owners, any short term loans to any apartment owners in case of emergent necessity & to provide for the repayment thereof in lump-sum or in installments.



- f) To establish & carry on, on its own accounts or jointly within individuals or institutions, educational, physical, social & creative activities for the benefits of the Apartment Owners.
- g) To frame rules, with the approval of the general meeting of the Association & after consulting the competent Authority & may establish a provident fund and gratuity fund, if necessary, for the benefit of the employees of the Association.
- h) To do all the things necessary or & otherwise provide for their welfare expedient for the attainment of the objects specified by the bye-laws.
- II. The Association shall not act beyond the scope of its objects without duly amending the provisions of this bye-laws for the purpose.

5. **MEMBERS OF ASSOCIATION:**

- 1) All persons who have purchased apartment in the **"SUKRUT APARTMENT A-WING & B-WING"** Condominium and executed respective Declarations U/s. 5 submitting their apartments to provisions of the Act shall automatically be the members of the Association and shall pay the sum of One Hundred Rupees as entrance fee and may purchase at least one share of the face value of Rs. 100/- each. Each apartment owner shall receive a copy of the bye-laws on payment of Rs. 1000/-.
- 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 donor shall automatically become a member on payment of the entrance of Rs. 100/-. The shares held by the apartment shall be transferred to the name of the purchaser or donor on payment of Rs. 100/- to the Association.
- 3) On the death of Apartment Owner his Apartment shall be transferred to the person or persons to whom he bequeaths the same by his will or to his legal representatives of his estate, in case he has not made any specific request of the apartment. The name of the legatee or the names of the legal representatives jointly shall be entered same, in the registered of apartment owners maintained by the Secretary for the purpose of Administration of the **"SUKRUT APARTMENT A-WING & B-WING"** Condominium as apartment owners or joint



नसि-५	
दस्तावेज (5249)	/2089)
30	40

adjourned meeting also, no quorum is present, the owners present in person been nor less than two shall a quorum.

18. ORDER OF BUSINESS:- The order of business at all meetings of the owners shall be as under;

- Roll call.
- Proof of notice of meeting or waiver of Notice.
- Reading the minutes of proceeding meetings.
- Report of Officer.
- Report of the Housing Commissioner or the Registration or of the officer duly authorized by them if present.
- Report of Committee.
- Election of Board of Managers.
- Unfinished Business, if any.
- New Business.

CHAPTER - IV

BOARD OF MANAGERS

19. MANAGEMENT OF ASSOCIATION:- A Board of Managers shall govern the affairs of the association.

20. POWER & DUTIES OF THE BOARD:- The Board of Managers for the Administration of the affairs of the association and may do all such acts and things as are not by law or these bye-laws directed to be exercised & done by the Apartment owners or instructed by the Grantor Developer /Grantor Owner & Grantor Developer .

21. OTHER DUTIES:- In additions to the duties imposed by these bye-laws, or by solution of the association the Board shall be responsible for the following that is to say:

- Care, upkeep and surveillance of the "**SUKRUT APARTMENT A-WING & B-WING**" Condominium and common areas and facilities and the restricted common area and facilities.
- Collection of monthly assessment from the owners.
- Designation, employment, remuneration and dismissal of the personnel necessary for maintenance and operation of the "**Sukrut Apartment A-Wing & B-Wing**" Condominium and the common areas and facilities and the restricted common area and the facilities.
- To provide for the manner in which the audit and account of the Association shall be carried out.