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c) To provide for the maintenance, repairs, 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 license, if possible, suitable portion of the common area to the outsider for commercial purpose and to distribute the common profits left, after deducting the common expenses, among the Apartment owners as common profit or accumulate the same for building up reserve fund.

e) To provide for and do all or any of the matters provided in sub section 2 of the section 16.

f) To advance, with the consent of the Apartment owners any emergent necessity and to provide for the repayment thereof in lumpsum or in installments.

g) To establish and carry on all its own accounts or jointly with individual or with institutions education, 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 gratitude fund, if necessary, for the benefits of the employees of the association.

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

j) The association shall not act beyond the scope of these objects specified duly amending the provisions of these bye-laws for the purpose.

5. MEMBERS OF THE ASSOCIATION :-

a) All the persons who have purchased the apartment unit in " VASTURANG ENCLAVE WING-G & H" Apartment Condominium and executed their respective declaration under section 5, submitting their Apartment to the

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provisions of the Act, shall automatically be the members of the Association and shall pay the charges for at least one share of the fare value of Rs-100/- each.

Each Apartment owner shall receive of the bye-laws on payment of Rs. 50/-.

- b) Upon any Apartment owner selling his apartment or absolutely conveying the same by way of gift under his will or otherwise, the purchaser or the donatae shall automatically become member of the association and shall be admitted as the member, on payment of Rs.:- 100/-. The share/s held by the Apartment owner shall be transferred in the of such purchaser or Donee on payment of Rs. :- 3,000/- to the association.
- c) On the death of an apartment owner, his apartment shall be transferred to the person or persons to whom he bequeath the same by his will or to the legal representative/s of his estate in case he has not made any specific bequeath of the Apartment. The name of the legatee or names of the legal representative/s jointly shall be entered in the Register of the Apartment owners maintained by the Secretary for the purpose of the administration of " **VASTURANG ENCLAVE WING- G & H** " APARTMENT CONDOMINIUM, as the Apartment owner or jointly Apartment owners whereby a legatee is a minor, the Apartment owner shall be entitled to appoint a guardian for such a minor.

6. JOINT APARTMENT OWNERS :-

Where an Apartment has been purchased by two or more persons jointly they shall be entitled to the apartment and the share 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 the vote.

7. HOLDING OF ONE SHARE COMPULSARY :-

Every Apartment owner must hold at least one share of the Association (joint apartment owners *holding the share jointly*)



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8. DISQUALIFICATION :-

No apartment owner shall be entitled to vote on the questions of elections of the members of the Board of Presidents, Secretary, Treasurer or any other office-bearer or be entitled to stand for election to such if he is in arrears on last day of the month in respect of his contribution for common expenses to the Association for more than 60 days.

CHAPTER - II :-

VOTING shall be on percentage basis and the percentage of the vote to which an Apartment owner is entitled to is the percentage assigned to the family unit or units in the declaration.

10. QUORUM :-

Expenses as otherwise provided in these bye-laws, the presents in persons of majority percentage of Apartment owners shall constitute quorums.

11. VOTE TO BE CAST PERSON :-

Vote shall be cast in person.

CHAPTER - III :-

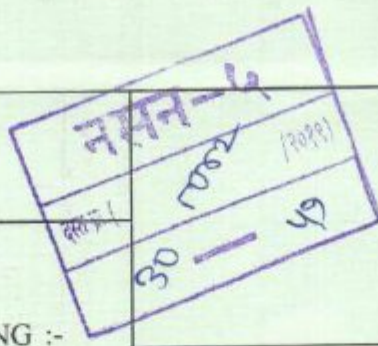
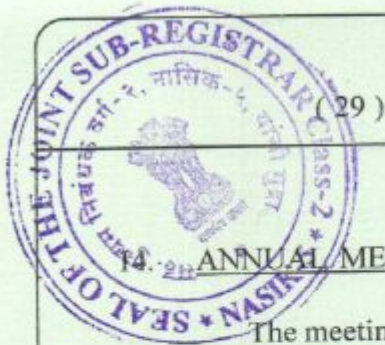
ADMINISTRATION :-

12. POWERS AND DUTIES OF ASSOCIATION :-

The Association will have responsibility of administering the " **VASTURANG ENCLAVE WING- G & H** " APARTMENT Condominium, approving the annual budget, establishing and collecting monthly assessments and arrange for the management of the " **VASTURANG ENCLAVE WING-G & H** " APARTMENT CONDOMINIUM in an efficient manner, except as otherwise provided the resolution of the Association shall require the approval by majority of apartment as owners casting vote in person.

13. PLACE OF MEETING :-

Meeting of the Association shall be held a suitable place convenient to the Apartment owners, as may from time to time be decided by the Association.



14. ANNUAL MEETING :-

The meeting of the association shall be held on the 31st March every year and such meeting where there shall be election by Ballot of Apartment owners for Board of Managers in accordance with the requirements for bye-laws no. 23.

The apartment owners may also transact such other business of the Association as may property come before then.

15. SPECIAL MEETING :-

It shall be the duty of the president to call a special meeting of the Association as directed by resolution of the board or upon a petition signed by authority of the Apartment owners and having been presented to 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 as a special Meeting, except as stated in the notice without the consent of 4/5 th of the Apartment owners present in persons.

16. NOTICE OF MEETING :-

It will be the duty of the secretary to mail or send notice of each annual or special meeting stating therein the purpose of the meeting as well as the time and place where it is to be held, to each Apartment-owner, at least 2 but not more than seven days prior to such meeting. The mailing or sending of such notice in the manner provided in the bye-laws shall be considered the notice served. Notice of all meetings shall be mailed or sent to the Housing Commissioner or as the case may be to the Registrar.

17. ADJOURNED MEETING :-

If any meeting of the apartment -owner cannot be organised because of quorum not attained, the Apartment owners who are present may adjourn the...

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-meeting to a time not less than 48 hours from the time of the original meeting was called. if at such adjourned meeting, also, no quorum is attained, the apartment owners present in person being not less than 2 shall from a quorum.



18. ORDER OF BUSINESS :-

The order of business at all meeting of the Apartment - owners shall be as follows :-

- Roll call,
- Proof of notice of meeting or waiver of notice.
- Reading of minutes or proceedings of the previous meeting.
- Report of officers.
- Report of the Housing Commissioner or the Registrar duly authorised by them, if present.
- Report of Committee.
- Election of Board of Managers.
- Unfinished business, if any.
- New Business.

CHAPTER - IV :-

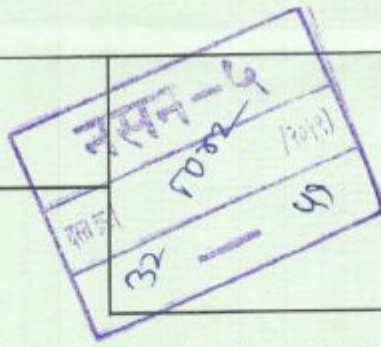
BOARD OF MANAGERS :-

19. MANAGEMENT OF ASSOCIATION :-

The affairs of the association shall be governed by Board of Managers.

20. POWER AND DUTIES OF THE BOARD :-

The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the association and any or all such acts and things are not by law or by these bye-laws directed to be executed and done by the association of the Apartment owners.



OTHER DUTIES :-

In addition to duties imposed by these bye-laws or by resolutions of the Association, the Board shall be responsible for the following that is so say :-

- a) Care - up keep and maintainance of **" VASTURANG ENCLAVE WING- G & H "** **APARTMENT CONDOMINIUM** and common areas and common area and facilities.
- b) Collections of the monthly assessments from the Apartment owners.
- c) Designation, employment remuneration and dismissal of the personnel necessary for the maintenance and operation of the **" VASTURANG ENCLAVE WING- G & H "** Apartment Condominium and the common areas & facilities and the restricted common area and the facilities.
- d) To provide for the manner in which the audit and account of the association shall be carried out.
- 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, count cash balance and deal with other miscelleneous business.
- g) To see that cash written up promptly and is signed duly by one of the members of the Board authorised in this behalf.
- h) To hear and deal with complaints.

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 authorises including but not limited to the duties listed in the bye-laws 21.

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23. ELECTION & TERM OF OFFICE :-

At the first annual meeting of the association the term of the office of two Managers shall be fixed for three years. The term of office of two Managers shall be fixed at one year. At the expiration of the initial term of office of such respective Manager. A 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 shall or 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 filled by vote of the majority of the remaining managers even though they may constitute less than quorum and each person so elected shall be a manager until a successors is elected at the next annual meeting of the association.

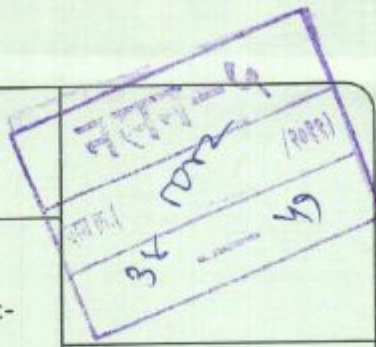
25. REMOVAL OF MANAGERS :-

At any regular or special meeting duly called any one or more of the managers may be removed with or without notice caused by a majority of the apartment owners and a successor may then and there 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. ORGANISATION MEETING :-

The first meeting of a newly elected Board shall be held within ten days of election at such place shall be fixed 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 constitute such meeting, provided a majority of the whole board shall be present.





REGULAR MEETING :-

Regular meetings of the Board should be held at such time and place which shall be determined from time to time by the 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 by telegraph. At least three days prior to the day named for such meeting.

28. SPECIAL MEETINGS :-

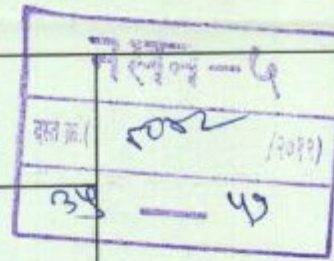
Special meetings of the board may be called by the president on three days notice to each manager. Give personally or by mail or telegraph, which notice shall state the time place (as hereinabove provided) and purpose of the meeting. Special meetings of the board shall be called by the president or secretary in 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 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 1/3 of the total strength of the managers shall constitute a quorum for managers present at the meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there shall be less than a quorum present the majority of these present may adjourn the meeting, from time to time any business which might have been transacted at the meeting 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 funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the association.

CHAPTER - V OFFICERS

32. DESIGNATION :-

The principal officer of the association shall be president, a vice president a secretary and a Treasurer of whom shall be elected by and form the Boards. The Board may appoint an assistant Treasurer and an assistant Secretary and such other officers as in their judgement may be necessary. In the case an association of one hundred owners or less the officers of Treasurer and Secretary may filled by the same person.

33. ELECTION OF OFFICERS :-

The officers of the association shall be elected annually by the Board of the Organisation meeting of each new board and shall hold offices at the pleasure of the Board.

34. REMOVAL OF OFFICERS :-

Upon an affirmative vote of a majority of the members of the board of 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 the 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 committees from among 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.





36. VICE PRESIDENT :-

The Vice-president shall take the 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 interim basis. The vice president shall also perform such other duties as shall from time to time be imposed upon him by board.

37. SECRETARY :-

The Secretary shall keep the minutes of all meetings of the association, he shall have charge of such books and papers as the board may direct and he shall, in general perform all the duties incidental to the office of the 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 the receipts and disbursements in books belonging to the association. He shall be responsible of the deposit of all moneys and other valuable effects in the name and to the credit and the association in such depositaries as may from time to time be designated by the board.

CHAPTER - VI

OBLIGATIONS OF THE APARTMENT OWNERS

39. ASSESSMENTS :-

All owners are obliged to pay monthly assessments imposed by the association to meet all expenses relating to " **VASTURANG ENCLAVE WING- G & H** " Apartment Condominium, which may include an insurance premium for a policy to cover repair work and reconstruction work in case of hurricane, fire, earthquake or other hazard or calamity. The assessment shall be made pro-rata according to the value owned, as stipulated in the regulations. Such assessments shall include monthly payments to a General Operating Reserve Fund for replacements.

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40. MAINTAINANCE & REPAIR:-

1. Every owner must perform promptly, all maintenance repair work within his own unit. Which if omitted would effect the " **VASTURANG ENCLAVE WING- G & H** " APARTMENT Condominium in entirely or in part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.

2. All the repair of the internal installation of the unit such as water, light, gas, power, sewage, telephones, air-conditionaers, sanitary, instalations, doors windows, lamps and other accessories belonging to the unit area shall be at the expence of the apartment owner concerned.

3. An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common areas & facility damaged through his fault.

41. USE OF FAMILY UNITS-INTERNAL CHANGES :-

1) All units (except units on the Ground floor, shop premises) shall be utilised for residential purpose only.

2) An owner shall not make any structural modifications on alterations in his unit or installation located therein without previously notifying the association in writting, 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 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.

An owner shall not place or cause to be placed or cause to be placed in the lobbies vestibules, stairways, elevators & other area of " **VASTURANG ENCLAVE WING- G & H** " APARTMENT condominium and facilities of a simillar nature both common & restricted any furniture, packages or objects of any kind such area shall be used for no other purpose than for formal transit through them.



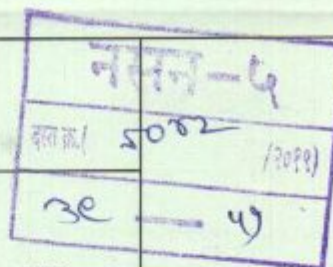


RIGHT OF ENTRY :-

43. a) An owner shall grant the right of entry to the manager or to any other person authorised by the board or the Association in case of an emergency originating in or treating his unit whether the owner is present at the time or not.
- b) An owner shall permit other owners, or their representative when so required to enter his 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 " **VASTURANG ENCLAVE WING- G & H** " Apartment condominium shall post any advertisement or posters of any kind or on the building, except as authorised by the association.
2. Residents shall exercise extreme care about making noises or the use of the musical instruments, radios, televisions and amplifiers that may disturb others residents, keeping domestic animals shall abide by the Municipal Sanitary laws or regulations.
3. It is prohibited to hang garments, rugs etc. from the windows, balconies or from any of the faces of the " **VASTURANG ENCLAVE WING- G & H** " Apartment condominium.
4. It is prohibited to dust 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 purpose 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. No owner, residence or lessee shall install wiring for electrical or telephone installation, television antenna, machines or air conditioning units, etc. On the exterior of the " **VASTURANG ENCLAVE WING- G & H** " Apartment Condominium or that produce through the walls or the roof of that condominium except as authorised 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 funds.
- d) by raising loans, if necessary subject to terms & conditions as the associations, with approval of the competent Authority may determine in behalf.

46. INVESTMENT :-

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

- a) In the central co-op. bank or in the state co-op. bank or any other schedule bank by the meeting.
- b) In any of the Securities specified in Section - 20 of the Indian Trust Act, 1882.
- c) In any co-op. bank other than these referred to in clause (a) of this bye-laws or in any banking company approved for this purpose by the association.

47. APPLICATION :-

Should there be any Federation of Apartment owners in the locality in which the " **VASTURANG ENCLAVE WING- G & H** " Apartment Condominium is situated, 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.

48. ACCOUNTS :-

- (1) A banking accounts 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 its personal custody an amount not exceeding Rs:- 183/- for petty expenses, All payment...

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