

BYE-LAWS OF "PADMA VISHWA OXYFLOW APARTMENT"

CONDOMINIUM

- 1) **SHORT TITLE :-** These bye-laws may be called the bye-laws of **"PADMA VISHWA OXYFLOW APARTMENT"** Condominium.
- 2) **APPLICATION :-** The provisions of these bye-laws apply to the **"PADMA VISHWA OXYFLOW APARTMENT"** Condominium.

All the present and future Owners of tenements, 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.

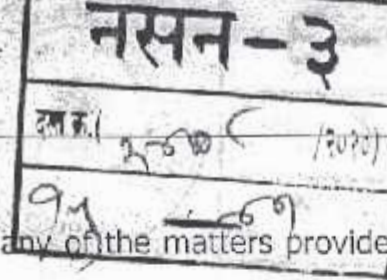
The Mere acquisition on rental or taking on license, lease of any of the units (hereinafter referred to as "units") of the building or mere act of occupancy of any of the said unit will signify these bye-laws are accepted, ratified and will be complied with.

3) **DEFINITION :-**

1. 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 **"PADMA VISHWA OXYFLOW APARTMENT"** Condominium.
- c. "Board" means a Board of Managers consisting of 7 persons all of whom shall be Owners of apartment in the **"PADMA VISHWA OXYFLOW APARTMENT"** Condominium.
- d. "Building" means the building located at village **Anandvalli**, Tal. & Dist. Nashik on all that place & parcel of **Revenue Survey No. 35/5/2+3 Plot No. 7** admeasuring **630.12 sq. mtrs., CTS No. 2161** admeasuring **604.8 sq.mtrs.**, known as **"PADMA VISHWA OXYFLOW APARTMENT"** Condominium and includes the land forming part thereof.
- e. "Declaration" means the Declaration which the sole Owners 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 those persons owning an apartment in **"PADMA VISHWA OXYFLOW APARTMENT"** Condominium.
 - h. "Section" means a section of the Act.
 - i. "Unit" means a Flat Unit in **"PADMA VISHWA OXYFLOW APARTMENT"** Condominium.
 - 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. The building located on all that piece & parcel of Non-Agricultural land bearing **Revenue Survey No. 35/5/2+3 Plot No. 7** admeasuring **630.12 sq. mtrs., CTS No. 2161** admeasuring **604.8 sq.mtrs.,** situated, lying and being at **Village Anandvalli, Tal. & Dist. Nashik,** within the limits of Nashik Municipal Corporation, Nashik & known as **"Padma Vishwa Oxyflow Apartment"** Condominium is submitted to the provisions of the said Act.
4. **OBJECTS OF THE ASSOCIATION :-**
- I. **The objects of the Association shall be :-**
- a. To be and to act as the Association of Apartment Owners of the building called as the **"Padma Vishwa Oxyflow Apartment"** Condominium (hereinafter called "the said building") who have filed their respective Declarations to submit their apartment 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 license if possible, suitable portion/s of the common areas to outsider/s for commercial purpose and to distribute the common profits left, after deducting the common expenses among the apartment Owners as common profits or accumulate the same for building up reserve fund.



- e. To provide for and to do all or any of the matters provided in sub-section (2) of the Section 16 of the said Act.
- f. To pay, 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 all such activities on its own accounts or jointly with individuals or with institutions, educational, physical, social and re-creative 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 for and otherwise provide their welfare expedient for the attainment of the objects specified in these bye-laws.

II) The Association shall not act beyond the scope of these objects without duly amending the provisions of these bye-laws for the purpose.

5. MEMBERS OF ASSOCIATION :-

- i. All persons who have purchased apartments in "PADMA VISHWA OXYFLOW APARTMENT" Condominium and executed respective Declarations under section 5 submitting their apartment to provisions of the Act shall automatically become the members of the Association and shall pay the sum of one hundred rupees as entrance fee and shall purchase at least one share of the face value of Rs. 1000/-. Each apartment Owners shall receive a copy of the bye-laws on payment of Rs. 500/-.
- ii. Upon any apartment Owners 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 hundred rupees. The shares held by an apartment



Owners shall be transferred to the name of such purchaser or donee on payment of Ten thousand rupees to the Association.

- iii. On the death of an apartment Owners, his/her/their apartment shall be transferred to the person or persons to whom he/she/ they bequeaths the same by his/her/their will or to the legal representatives, heirs of his/her estate, in case he/she has not made any specific bequest of the apartment.

The name of the legatees 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 the "**PADMA VISHWA OXYFLOW APARTMENT**" Condominium as apartment Owners or joint apartment Owners. Where by a legatee is a minor, the apartment Owners shall be entitled to appoint, a guardian of such minor.

6. **JOINT APARTMENT OWNERS** :- Where an apartment has been purchased by two or more persons they shall be entitled to the apartment jointly and the share of the Association shall be issued in their joint names but the person whose name stands first in the share certificates shall alone have the right to vote.
7. **HOLDING OF ONE SHARE COMPULSORY** :- Every apartment Owners must hold at least one share of the Association (joint apartment Owners holding the share jointly).
8. **DISQUALIFICATION** :- No apartment Owners shall be entitled to vote on the question 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/she is in arrears, of any sum due from him/her in respect of his/ her contributions for common expenses, for more than sixty days on the last day of the year preceding the year in which the elections to Board would take place.

CHAPTER - II

:: VOTING, QUORUM AND PROXIES ::

9. **VOTING** :- Voting shall be on equal basis, i.e. one member will cast one vote.



10. **QUORUM** :- Except as otherwise provided in these bye-laws, the presence in person of a majority of Owners shall constitute a quorum.

11. **VOTE TO BE CAST IN PERSON** :- Vote shall be cast in person.

CHAPTER - III

:: ADMINISTRATION ::

12. **POWERS OF OWNERS AND DUTIES OF ASSOCIATION** :- The Association will have the responsibility of administering the "Padma Vishwa Oxyflow Apartment" Condominium approving the annual budget, establishing and collecting monthly assessment, maintenance and arranging for the management of the "Padma Vishwa Oxyflow Apartment" 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.

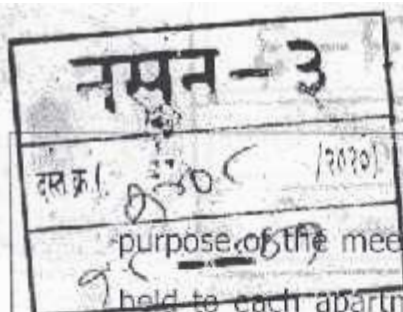
13. **PLACE OF MEETINGS** :- Meetings of the Association shall be held at suitable place convenient to the Owners as may from time to time be decided.

14. **ANNUAL MEETINGS** :- The first annual meeting of the Association shall be held on 1st May 2021 & thereafter on 1st day of May 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 these bye-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 a 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 MEETING** :- It will be the duty of the Secretary to mail or send a 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 Owners, at least 2 but not more than 7 days

prior to such meeting. The mailing or sending of such a notices must be in the manner provided in the bye-laws shall be considered notice served. Notices 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 in any meeting Owners cannot 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 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 of meeting or waiver of notice.
- c) Reading of minutes of preceding meeting.
- d) Report of officers.
- e) Report of the Housing Commissioner or the Registrar or of the Officer duly authorized by them, if present.
- f) Report of Committees.
- g) Election of Board of Managers.
- h) Unfinished Business, if any.
- i) New Business.

CHAPTER IV

BOARD OF MANAGERS

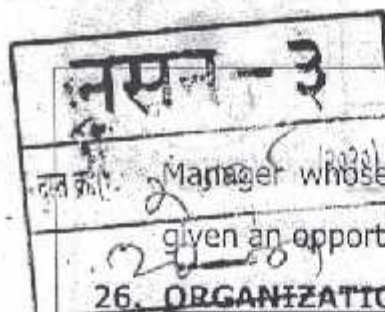
19. Management of Association :- The affairs of the Association shall be governed by a Board of Managers.

20. Powers and duties of Board :- The Board of Managers 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 bye-laws or by resolutions of the Association, the Board shall be responsible for the following that is to say.



- a) Care, upkeep and surveillance of the **"PADMA VISHWA OXYFLOW 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 **"PADMA VISHWA OXYFLOW 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.
- 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 miscellaneous business.
- 22. MANAGER :-** The Board may employ for the Association a manager at such compensation determined by the Board to perform such duties and services as the Board shall authorize including but not limited to the duties listed in bye-laws 21,
- 23. ELECTION AND TERM OF OFFICE :-** At the first annual meeting of the Association, the term of office of Four Managers shall be fixed for three years and the term of office of Three Managers shall be fixed for one year. At the expiration of the initial term of office of each respective Manager, his/her 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.
- 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 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 constitute 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 or 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 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