



C] Designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the “SAMRAAT APNA GHAR PHASE-I” and the common area and facilities and the restricted common areas 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 miscellaneous business.

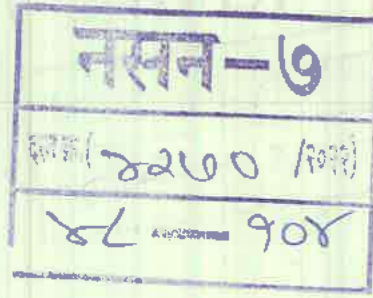
G] To see that the cash-book is written up promptly and is signed duly by one of the members of the Board authorized in this behalf.

H] To hear and deal with complaints.

22) MANAGER: - The Board may employ for the association a Manager at a remuneration determined by the Board to perform such duties and services as the board shall authorize including but not limited to the duties listed in the bye-law 21.

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 each 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.

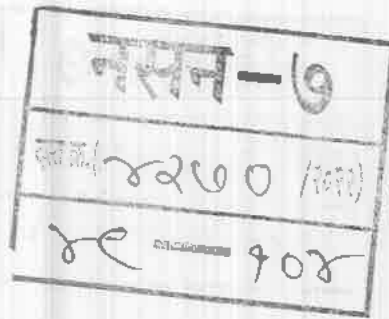
25) REMOVAL OF MANAGERS: -At any regular or special meeting duly called any one or more of the managers may be removed with or without cause by a majority of the apartment owners and a successor may then and there to fill the vacancy thus created. Any manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

26) ORGANISATION MEETING: - The first meeting of newly elected Board shall be held within ten days of election at such place as 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.

27) REGULAR MEETING: -Regular meetings of the Board may be held at such time and place 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 by telegraph, or by SMS or Whatsapp, at least three days prior to the day named for such meeting.

28) SPECIAL MEETING :- Special meetings of the Board may be called by the president on three day notice to each Manager, give personally or by mail or telegraph, or by SMS or Whatsapp, 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.

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29) WAIVER OF NOTICE: -Before or 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 a meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

30) QUORAM: -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 those present may adjourn the meeting, from time to time any business which might have been transacted at the meeting as originally called may be transaction without further notice, provided there is a quorum present.

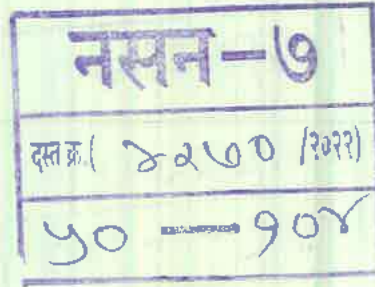
31) FIDELITY BONDS: -The Board may require that all officers and employees of the association handling or responsible for association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the association.

CHAPTER – V

OFFICERS

32) DESIGNATION: The Principal Officers of the Association shall be a President, a Vice President a Secretary and a Treasurer and a Joint/Assistant Secretary all of whom shall be elected by and from the Board. The Board may appoint an assistant Treasurer and such other officers as in their judgment may be necessary.

33) ELECTION OF OFFICERS: - The officers of the Association shall be elected annually by the Board of the organization meeting of each new Board and shall hold officers at the pleasure 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.

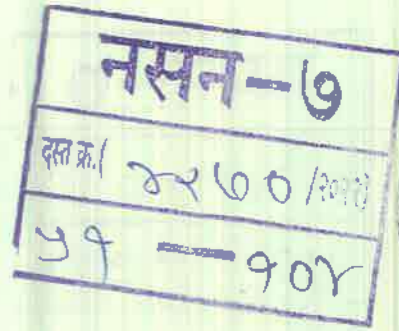
35) PRESIDENT:- The President shall be the Chief Executive Officer of the Association. He shall preside at all the meetings of the association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not 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 an 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 board and the Minutes of all the 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 the 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 money 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.

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39) JOINT/ASSISTANT SECRETARY: -The Joint / Assistant Secretary shall be assistant to the Secretary of the association. He/She shall be responsible for all works and duties assigned to him/her by Secretary and/or board. He/She has to perform all the duties of Secretary in his absence.

CHAPTER – VI

OBLIGATIONS OF THE APARTMENT OWNERS

40) ASSESSEMENTS:- All the Apartment Owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to “SAMRAAT APNA GHAR PHASE-I” 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 assessments shall be made pro-rata according to the value owned, as stipulated in the declaration. Such assessments shall include monthly payments to a General Operating Reserve Fund and a Reserve Fund for replacements.

41) MAINTENANCE AND REPAIR:-

- a] Every Apartment Owner must perform promptly, all maintenance repair work within his own unit, which if not committed would affect the “SAMRAAT APNA GHAR PHASE-I” in entirety or in part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.
- b] All the repair of the internal installation of the unit such as water, light, gas, power, sewage, telephones, air-conditioners, sanitary, installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the expenses of the apartment owner concerned.
- c] An apartment Owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common areas and facility damaged through his/her/their fault.

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42) USE OF FAMILY UNITS-INTERNAL CHANGES:

- a) All units shall be utilized for the purpose specified only.
- b) An owner shall not make any structural modifications or alterations in his unit or installation located therein without previously notifying the association in writing, through the President of the Board. 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, alteration or installation. But under any conditions structural modification, modification if any plumbing and sewage lines will never be allowed.

43) USE OF COMMON AREAS AND FACILITIES & RESTRICTED COMMON AREAS & FACILITIES:

- a) An Apartment Owner shall not place or cause to be placed any objects/furniture/shoe racks in the lobbies vestibules, stairways, elevators and other areas of "SAMRAAT APNA GHAR PHASE-I" and facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind such areas shall be used for no other purpose than for formal transit through them.
- b) The "SAMRAAT APNA GHAR PHASE-I" shall have Two Elevator in each wing devoted to the transportation of Apartment Owners, family members of the Owners, Residents and their guests, tenants.

44) RIGHT OF ENTRY:

- a) An Apartment Owner shall grant the right of entry to the Manager or to any other person authorized by the Board or the Association in case of an emergency originating in or threatening his unit, whether the owner is present at the time or not.
- b) An Apartment Owner shall permit other owners, or their representative when so required to enter his unit for the purpose of performing installation, alterations or repairs to the mechanical or electrical services provided that requests for entry are made in advance and that such entry is to time

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