

(e) To provide for all & do all & any of the matters provided in the Sub Section 2 of the Section 16 of the Act;

(f) To establish and carry on, on its own accounts or jointly with the 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 employee/s 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 these bye-laws.

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

5) <u>MEMBERS OF THE ASSOCIATIONS:</u>

1] All the persons and their family who have purchased Apartment in the said **"SAMRAAT APNA GHAR PHASE-I** & have executed respective Declarations u/s 5 of the Act submitting their Apartments to the provisions of the Act shall automatically be the members of the Association and shall pay the sum as the entrance fee as may be decided by the association. Each Apartment Owner shall receive a copy of the bye laws on payment of Rs. 1000/- (Rs. One Thousand Only).

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 Donee shall automatically become a member of the Association & shall be admitted as member on payment of the entrance fee or other fees which the association will fix time to time. The shares held by an Apartment Owner selling the Apartment shall be transferred to the name of the purchaser or Donee on payment of the transfer fee to the Association.

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3] On the death of an Apartment Owner, his Apartment shall be transferred to the person or persons to whom he bequeaths the same by his will, or to the Legal Representative of his estate, in case he has not made any specific bequest (of the apartment). The name of the legatee 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 **"SAMRAAT APNA GHAR PHASE-I"** as Apartment Owner or Joint Apartment Owners. Where any legatee 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 or 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 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 holding the share/s jointly].

8) DISQUALIFICATIONS:

No Apartment Owner shall be entitled to vote on the questions of the Election of the members of the Board or the President, Secretary, Treasurer or any other office bearer or to be entitled to contest an Election to such office, if he is in arrears of 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 elections to the Board would take place.

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CHAPTER – II
VOTING QUORUM AND PROXIES

9) VOTING: Voting shall be on a Percentage basis and the percentage of vote to which the Apartment Owner is entitled is the percentage assigned to the Units in him Deed of Declaration.

10) QUORUM: Except as otherwise provided in these byelaws the presence in person of a majority of Apartment Owners shall constitute a Quorum.

11) VOTES TO BE CAST IN PERSON:

Votes shall be cast in person.

CHAPTER – III
ADMINISTRATION

12) POWERS AND DUTIES OF THE ASSOCIATION:

The Association will have the responsibility of administering the **"SAMRAAT APNA GHAR PHASE-I"** approving the annual Budget, establishing and collecting monthly assessments, and arranging for the management of the apartment in an efficient manner. Except as otherwise provided, resolutions of the Association shall require approval by a majority of the Apartment Owners, casting votes in person.

13) PLACE OF MEETING:

Meetings of the Association shall be held at suitable place convenient to the Apartment Owners as may from time to time be designated by the Association.

14) ANNUAL MEETING: The first annual meeting of the Association shall be held within a period of two months from the date of the registration of the Declaration Deed. Thereafter the annual meetings of the Association shall be



held on the first day of May 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 Apartment Owners may also transact such other business of the Association as may properly come before them.

15) SPECIAL MEETING: It shall be duty of the President to call a Special meeting of the Apartment Owners as directed by the 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, as the case may be, the Registrar or any office duly authorized 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 at a special meeting except as stated in the notice without the consent of 4/5th of the owners present in person.

16) NOTICE OF MEETING:- It shall be the duty of the secretary to mail or send a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is held, to each apartment owners, at least 2 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in this bye law shall be considered notice served. Notices of all the meetings shall be mailed or sent to the Housing commissioner, or as the case may be, the Registrar.

17) ADJOURNED MEETINGS: -If any meeting of any 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 48 hours from the time the original meeting was called. If at such adjourned meetings also no quorum is present the owners present in person been not less than two shall form a quorum.

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18) ORDER OF BUSINESS:

The order of business at all meeting 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 meetings.

d] Reports 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, with the permission of the President.

i] New Business.

CHAPTER – IV
BOARD OF MANAGERS

19) MANAGEMENT OF ASSOCIATION: The affairs of the association shall be government by a Board of Managers.

20) POWERS & 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 may do all such acts and things as are not by law or 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 **"SAMRAAT APNA GHAR PHASE-I"** and the common areas and facilities and restricted common areas and facilities.

B] Collection of monthly assessment from the owners.

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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 Mangers 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

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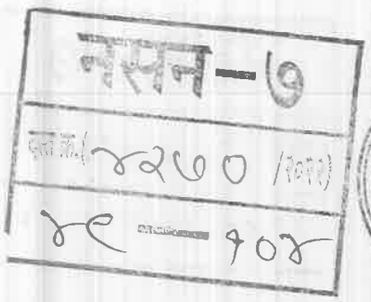
than quorum and each person so elected shall be a manager until a successors is elected at the next annual meeting of the association.

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.





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.

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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 entirely 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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convenient to the owner. In case of an emergency, such right of entry shall be immediate.

45) RULES OF CONDUCT:

a] No resident of the **"SAMRAAT APNA GHAR PHASE-I"** shall post any advertisement or posters of any kind in or on the building/s/project except as authorized by the association.

b] All the 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 bye laws or regulations.

c] It is prohibited to dust rugs, bed-sheets etc by beating on the exterior part of the said apartment.

d] It is prohibited hang garments, rugs etc. from the windows balconies or from any of the faces of the Drying of cloths and other products will happen from the wash/utility area only.

e] It prohibited throwing garbage or trash outside the disposal installations provided for such purposes in the service areas. If such installation not provided all garbage or trash shall be collected in a vessel and thrown in the common dustbin.

f] No Apartment Owner, resident or lessee shall install wiring for electrical or telephone installation television antenna, dish antenna, machines or air conditioning units, etc. on the exterior of the **"SAMRAAT APNA GHAR PHASE-I"** or that protrude through the walls or the roof of that except as authorized by the association.

(g) Club House and Gymnasium,etc. are additional amenities i.e. way of better living of the Association. The rules and regulations of the above additional amenities i.e. **"SAMRAAT APNA GHAR PHASE-I"** way of better living are attached herewith vide Exhibit-H. The same can be modify or change with 4/5th majority in the meeting of Association

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CHAPTER – VII

FUNDS AND THEIR INVESTMENTS

46) FUNDS:

The association in all or any of the following ways may raise funds namely:

1] By sale of shares

2] By contributions and donations from the apartment owners.

3] From common profits which shall form the nucleus of the reserve fund.

4] By raising loans, if necessary subject to the approval of the Board of members and approval from 75% of the owners on such terms and conditions as the association may deem fit, with the approval of the Competent Authority and may determine on their behalf.

47) INVESTMENTS: -

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

1] In any Nationalized Bank such as State Bank of India or as decided in the meeting.

2] In any of the securities specified in the section 20 of the Indian Trusts Act, 1882.

3] In Indian Post Office, and Central Government Securities, such as National Savings Certificates etc. other than those referred to in clause (a) of this bye laws or in any banking company approved for this purpose by the association.

48) AFFILATION:-

There should be any Federation of Apartment Owners/Apartments in the locality in which the said **"SAMRAAT APNA GHAR PHASE-I"** is situate, at 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.

49) ACCOUNTS:-

1] A banking account shall be opened by the Association in any suitable Nationalized Bank or Private Bank as decided in the General body meeting

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into which all money received on behalf of the association shall be deposited, provided that the Secretary, may retain in his personal custody/ capacity an amount not exceeding Rs. 2000/- for making any petty expenses and any amount for the maintenance/ expenses exceeding Rs. 1000/- shall be made by Cheque only and signed by the secretary and one member of the Board.

2] The association shall on or before the 31st July in each year publish an audited annual financial statement in respect of the common areas and facilities containing:

a] The Profit & Loss Account

b] The receipts and expenditure of the previous financial years and

c] A summary of the property and assets and liabilities of the common areas and facilities of the association giving such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arrived at.

3] The audited financial statement shall be open to the inspection of any member of the association during office hours and in the office of the association and a copy thereof shall be submitted to the competent authority not later than 15th August every year.

4] Every financial statement shall be accompanied by a complete list of the Apartment Owners. There shall also accompany the financial statement in a similar list of loans. The financial statement shall state up to what date profits and expenses of common areas are included.

50) PUBLICATION OF ACCOUNTS AND REPORTS: -

A copy of the last financial statement and of the report of the auditor, if any, shall be kept in a conscious place in the office of the association.